

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
Procurement Hub
301 Bishop Drive
Fredericton, NB
E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Vendor hereby accepts this contract
L'acheteur accepte le présent contrat

Caroline Thibodeau 21/01/2019

Signature Date
Title of person authorized to sign (type or print)
et titre du signataire autorisé (caractère d'impression)

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Caroline Thibodeau
Coaching for Excellence
(613) 794-1615

anada

PWGSC-TPSGC 9400-10 (C2/97)

PWGSC File No. - N° de référence des TPSGC		Page 1 of 13
N/A		
Date of Contract - Date du contrat	21-01-2019	
Contract No. - N° du contrat	F5211-180682	
Requisition No. - N° de la demande	Order Office	Serial No. N° de série
Bureau demandeur	Yr An	005
FP918	18	
Financial Code(s) - Code(s) financier(s)		
6H100-310-120-4403-00000-6		
Duty - Droits		
Not Included		
F.O.B. - F.A.B.		
N/A		
Goods and Services Tax - Taxe sur les produits et services		
Not Included		
Destination		
FISHERIES AND OCEANS Canada DIRECTOR GENERAL - ECOSYSTEMS AND FISHERIES MANAGEMENT 200 KENT ST. OTTAWA ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca		
Address inquiries to: Adresser toute demande de renseignements à: Rob Bowie - Contracting Officer Robert.Bowie@dfo-mpo.gc.ca		
Telephone No. N° de téléphone	Fascimile No. N° de télécopieur	
506-478-4138	() -	
Total est. cost - Coût total est.		
\$ 14,457.00		
For the Minister - Pour le Ministre		
<i>Rob Bowie</i>		Digitally signed by Bowie, Robert Date: 2019.01.23 13:44:27 -04'00'



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PART 1 - CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1.1 Security Requirements

There is no security requirement applicable to this Contract.

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services **Team building workshop and leadership development EM DGO** for the **Fisheries and Oceans Canada** under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2019

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Contact Name:

Telephone:

Facsimile:

E-mail address:

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



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1.5.2 Project Authority

Name: Nicholas Winfield
Title: Director General
Directorate: Ecosystems Management
Branch: Ecosystems and Fisheries Management
Address: 200 Kent Street
Ottawa, ON
K1A 0E6
Tel: 613-998-9088
Email: Nicholas.winfield@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Caroline Thibaudeau
Telephone: (613) 794-1615
E-mail: caroline@coachexcellence.ca

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of **\$14,457.00**. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

1.7.3 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

1.8 Method of Payment - Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment



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1.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment
- e. Supply Arrangement Number E60ZT-152199/182/ZT; and
- f. the Contractor's bid dated January 14, 2019.

1.15 Basis for Canada's Ownership of Intellectual Property

The **Fisheries and Oceans Canada** has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.16 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.17 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract



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1.18 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:
"[Supplier name] acknowledges that the purchased items will be used by the Government of Canada.



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If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



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ANNEX A - STATEMENT OF WORK

1.0 Scope

1.1 Title

Contractor with expertise in management and leadership development in organisations, professionals and individuals, to design, prepare and facilitate a team building workshop for the administrative personnel of the Department of Fisheries and Oceans (DFO) Ecosystems Management Directorate (EM). The work includes complementary tools to understand the behavioural competencies of each position and sustain the integration of collaborative strategies to promote a more productive team environment within this particular group.

1.2 Introduction

As a Directorate, EM is transitioning through multiple changes in the evolution of its programs and its staff complement. This exercise intends to foster collaboration and team building of its administrative personnel in particular. As conduits of information and organizers, administrators are key enablers of the work that takes place in the office, however their role and the well-being of the team tend to be overlooked. Ensuring that this team functions well is essential in a high pace work environment, experiencing significant growth and turnover of personnel. Participants to the workshop and follow-up activities will benefit from understanding their own behavioural preferences to solidify team work, improve problem solving and allow for continued improvement in the ways of working.

1.4 Travel

No travel costs are projected.

1.5 Contract period

The services of the Contractor will be required to commence upon Contract Award. The expected completion date of this contract is September 30, 2019.

1.6 Objectives of the Requirement

EM is seeking the professional services of a Contractor with expertise in management and leadership development in organisations, professionals and individuals to design, prepare and facilitate a team building workshop for its administrative personnel.

This exercise will assist the administrative team in focusing on problem solving, communication, balancing strengths of the individuals with strengths of the team, as well as acquire and improve valuable competencies. The Contractor will provide sustainable strategies that will aid staff and help improve team building during the workshop and beyond. The Contractor will also develop tools to assist EM management in understanding the required key competencies of its administrative personnel.

1.7 Background, Assumptions, and Specific Scope of the Requirement

The Contractor's resources are required to assist EM located at DFO's headquarters in Ottawa, with the work described above.

At any time, due the nature of its files and the reputation for its expertise, the Directorate handles a heavy workload and is under constant pressure from the Department's senior management and political staff. In addition, EM's programs and staff complement are currently evolving and growing due to recent funding

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initiatives. It is essential that its administrative personnel, who are key enablers of the daily work, develop and adopt good collaboration and communication strategies collectively.

The scope of work includes the administration of NOVA psychometric tools for administrative staff, in-person meetings for individual debriefs; design and preparation of a team building workshop; the production of NOVA profiles for the different administrative positions in the Directorate; and monthly follow-ups to sustain the integration of collaboration strategies. This work will be overseen by the Senior Advisor to the DG, acting as Project Lead, and directly involve the Directorate's administrative team (approx. 13 members).

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The following are the tasks, activities and deliverables under this contract;

Task 1: Workshop design and preparation (January - February 2019)

- Administration of up to [REDACTED] NOVA psychometric profile tools (one for each member of the administrative team)
- Individual debrief meetings on the results of the tool as it relates to behavioural preferences and impact on team work
- Design and planning of two half-day workshops, working with Project Lead to refine objectives and develop agendas and materials

Deliverables: Up to [REDACTED] NOVA profile reports and individual debrief meetings, workshop logistics, agenda and materials.

Task 2: Facilitation of two half-day workshops (February - March 2019)

Facilitation of a half day workshop in December and a half day workshop in January to better understand each other's behavioural preferences, each other's functions, and how to adopt an open mind when communicating and tackling challenges as a team;

Deliverables: facilitation of two half day workshops with up to [REDACTED] participants.

Task 3: Position profiles for administrative positions (April - June 2019)

Development of behavioural competencies profiles based on the NOVA psychometric tool for each of the administrative positions in EM

Deliverables: Up to [REDACTED] behavioural competencies profile reports.

Task 4: Follow-up capsules to integrate collaboration strategies (April - Sept 2019)

[REDACTED] monthly capsules (face-to-face meetings) to support the integration of collaboration strategy and continuation of the dialogue initiated at the workshop.

Deliverables: [REDACTED] Monthly face-to-face meetings.

2.3 Technical, Operational and Organizational Environment

The Contractor will work closely with the Project Lead in order to fulfil the expected tasks and deliverables.



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2.4 Method and Source of Acceptance

The Contractor shall provide the department with the services described in this statement of work and shall ensure the completion of all deliverables in a timely and responsive manner. All reports, deliverables and services rendered under this contract are subject to inspection by the Project Authority.

Deliverables may include, but are not limited to written reports, databases, or spreadsheets. If the deliverable is a report then all embedded objects in these reports shall be provided to the department in separate editable electronic files in a format acceptable to the department. All written deliverables (i.e. presentation decks, reports, communiqués and other written documents) developed under this contract will be provided electronically in the following accessible formats: Microsoft 2010 (Word, PowerPoint and Excel) and or compatible version thereof. Some deliverables may also be acceptable in Adobe PDF.

Deliverables and some actions will require review and approval by the Director General, EM, who also has financial signing authority under FAA Section 32 and 34. Therefore payment will not be made unless it has been confirmed that tasks, activities and milestone commitments are being met.

All deliverables MUST be approved by the Project Authority.

2.5 Reporting Requirements

In addition to the timely submission of all deliverables and fulfillment of obligations specified within this contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the department's Project Authority. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

Communication may include: phone calls, electronic mail, mailings and meetings. In addition, the Contractor is to immediately notify the department, Project Lead of any issues, problems, or areas of concern in relation to any work completed under this contract, as they arise in a timely manner.

2.6 Project Management Control Procedures

The Project Authority for this contract will be the DG, EM Directorate. The Senior Advisor to the DG will act as Project Lead and will ensure timely delivery and the appropriate quality control of the services delivered according to the timelines of this project.

The individual or company identified in the proposal as the Contractor shall ensure the contract deliverables and deadlines are brought in on time, on budget and of an acceptable quality. The Project Authority shall have the right to reject any service or deliverable that is not considered satisfactory, and require appropriate corrections or amendments before payment is authorized.

2.7 Change Management Procedures

Any changes to the scope of the process will have to be authorized by the Project Lead and addressed through a formal contract amendment.

2.8 Ownership of Intellectual Property

IP form will be completed and DFO will assert Crown ownership of IP rights



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3.0 Other Terms and Conditions of the SOW

3.1 DFO Support

The Advisor to the DG (Project Lead) will be responsible for coordinating the overall project, providing as-required direction and guidance to the Contractor, and accepting and approving Contractor deliverables on behalf of the department.

Additionally, the Project Lead will:

- Ensure that the appropriate personnel or subject matter experts from within the department are available to the Contractor to discuss and provide content, source, and/or reference material, and review deliverables;
- Provide the Contractor with specific policy and/or program related supporting and background documentation and information not easily accessible to the Contractor, including (but not limited to) any government and departmental policies, procedures, guidelines, templates, publications, reports and studies required by the Contractor to complete the identified tasks and deliverables;
- Provide comments on draft documentation within five (5) working days;
- Provide other assistance or support, as required to efficiently execute the requirements of the contract.

The Consultant will not be provided any DFO facilities or equipment to develop deliverables.

Upon contract award, parties will mutually agree to dates for Workshop 1 and 2. Once these dates are identified, 72 hours advance notice will be required to cancel. Any rescheduling will be quickly undertaken and will require that both parties agree on a future date.

3.2 Contractor's Obligations

The Contractor shall be responsible for the following:

- Ensure all activities and deliverables described in this SOW are delivered on time and are of an acceptable quality.
- Keep all documents and proprietary information confidential.
- Meet all tasks and deliverables as identified in section 2.1.
- Return materials belonging to DFO after each workshop session.
- Submit all written reports in electronic copy in an acceptable electronic format as specified in this document.
- Participate in teleconferences' as needed.
- Maintain all documentation in a secure and safe manner.
- Attend meetings at DFO sites as and when required.

3.3 Location of Work, Work site and Delivery Point

The majority of the work will be completed at the Consultant's work site. Due to deadlines, the Contractor must be ready to work in close and frequent contact with the Project Lead and other departmental personnel assigned to the project for the full duration of the contract. The Contractor will need to be present at DFO facilities located at 200 Kent St. Ottawa, Ontario, as required for both half day workshops. The Contractor must be escorted by an employee at all times when visiting DFO facilities. There is no authorization for travel.



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3.4 Language of Work

The Contractor must be fluent in both Official Languages. Intermediate oral proficiency in both official languages may be required for some internal and workshop discussions. English will be the language of work for the workshop and any documentation should be bilingual.

Should documents produced by the Contractor be required in French, DFO will not be responsible for translation of any documents?

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions, and understand and express hypothetical and conditioned ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

3.5 Travel and Living

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

3.6 Required Resources or Types of Roles to be performed

The Contractor should have experience in management and leadership development in the context of federal government departments.



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ANNEX - B - BASIS OF PAYMENT

CONTRACT PERIOD – Contract Award to September 30, 2019

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Item #	Description	Unit Type:	Unit Price	Est. # of Units	Extended Price
1	Team-Building				\$ 7,657.00
2	Development of NOVA Job Profiles				\$ 1,800.00
3	Location and Material Costs				\$ 3,000.00
4	Follow-up Sessions				\$ 2,000.00
Total Contract Value:					\$ 14,457.00

(All Prices in Canadian Dollars (CAD))

1. Travel

The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

2. GST/HST

All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

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301 Bishop Drive
Fredericton, NB
E3C 2M6

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You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

B. Brady

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

Jan 25, 10
Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

S.I. Systems
Suite 300, 170 Laurier Avenue West
Ottawa, ON

K1P 5V5



PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC NA		Page 1 of 14
Date of Contract - Date du contrat January 24th, 2019		
Contract No. - N° du contrat F5211-180316		
Requisition No. - N° de la demande Order Office Bureau demandeur FP857	Yr An 18	Serial No. N° de série 0004
Financial Code(s) - Code(s) financier(s) 62310-411-120-4403-96136-6		
Duty - Droits See herein		
F.O.B. - F.A.B. See herein		
Goods and Services Tax - Taxe sur les produits et services See herein		
Destination Fisheries and Oceans / DG Resource Mgmt 200 KENT ST. 13TH / FL STN 13029 Ottawa ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: See herein		
Address inquiries to: Adresser toute demande de renseignements à: Cal LaKing - Contracting Officer Cal.LaKing@dfo-mpo.gc.ca		
Telephone No. N° de téléphone 506-478-3581	Facsimile No. N° de télécopieur	
Total est. cost - Coût total est. \$30,488.00		For the Minister - Pour le Ministre Digitally signed by LaKing, Cal Date: 2019.01.25 13:12:21 -04'00'

Contract Number: F5211-180316

PART 6 - RESULTING CONTRACT CLAUSES

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

This bid solicitation is being issued for the requirement of one (1) Professional Services Stream 1.14 Web Developer (intermediate) for the At-Sea Observers' Marine Mammal ID Training Program at Fisheries and Oceans Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the **Standard Acquisition Clauses and Conditions Manual** (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to March 31st, 2019.

Contract Number: F5211-180316

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cal LaKing
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive Fredericton, NB E3C 2M6
Telephone: 506-478-3581
Facsimile: 506-452-3676
E-mail address: Cal.LaKing@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

Name: Kendra Moore
Title: Fisheries and Aquaculture Management Officer
Department: Fisheries and Oceans Canada
Address: 200 Kent St, Ottawa ON K1A 0E6
Telephone: (613) 290-2344
E-mail address: Kendra.Moore@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: Audra Tettenborn
Organization: S.I.Systems
Address: Suite 300, 170 Laurier Avenue West Ottawa, ON K1P 5V5
Telephone: [REDACTED]
E-mail address: [REDACTED]

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Contract Number: F5211-180316

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid a firm peridorm rate as per Annex "B" Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

6.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Limitation of Expenditure

6.7.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$30,488.00. Customs duties are included and Applicable Taxes are extra.

6.7.3.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

6.7.3.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

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6.9 Accounts and Audit

- 6.9.1** The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 6.9.2** If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 6.9.3** Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 6.9.4** The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.10 Invoicing Instructions

Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
CC: Andrea.Gibson@dfo-mpo.gc.ca

The Contractor must submit invoices in accordance with the section entitled invoice submission of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a)** Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b)** If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Supply Arrangement Number E60ZT-180027/133/ZT; and
- (f) the Contractor's bid dated December 20th, 2018.

6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the

Contract Number: F5211-180316

Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.19 Limitation of Liability – Information management/Information Technology

- a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability:**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.

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- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
 - vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
 - vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. **Third Party Claims:**
- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible

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personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

6.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

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If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A" STATEMENT OF WORK

1. Title

At-Sea Observers Marine Mammal Identification Training Program Development

2. Objective

Fisheries and Oceans Canada requires the services of one (1) intermediate Web Developer to develop an accessible and interactive web-based training for At-Sea Observers in Canada to increase accurate, detailed and consistent reporting of marine mammal species across Canada.

3. Requirements

3.1 Scope of Work

A contractor will be required to design and develop a web-based bilingual training program for At-Sea Observers to learn how to accurately identify marine mammal species on the Pacific or Atlantic coasts of Canada. The product expected is a web-based learning program that is interactive and uses Articulate storyline software to communicate information with the learner, and uses the latest Wet 4.0 standards for coding to ensure the program output is compatible to be available on a webpage platform.

3.2 Tasks

- A) Finalize transcript for the course based on program content to include instructions and other necessary text (content for the program has already been created in both English and French). The program is divided by coast and includes information per marine mammal species. The program includes a short multiple course quiz for user.
- B) Design and develop the draft version of the course, including interactive elements (multimedia content provided), for DFO staff review.
- C) Finalize course based on feedback from DFO, and ready to be uploaded on a website platform.

3.3 Deliverables

- A) At-Sea Observer Program (General)
 - I. Production and delivery of a web-based interactive training program for At-Sea Observers in Canada.
 - II. Course duration should take approximately 90 minutes.
 - III. Course should be in both English and French.
 - IV. Program should be accessible at <website to be confirmed>.
 - V. Status updates for Project Authority monthly.
 - VI. Draft product should be ready for Project Authority review by February 28, 2019.
 - VII. Incorporate revisions and feedback of Project Authority.
 - VIII. Final product should be ready for launch by March 31, 2019.

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B) Course Transcript

IX. Revise and finalize the course transcript.

X. Course transcript should be based on program content and should provide the information needed to train At-Sea Observers to learn how to accurately identify marine mammal species.

XI. Transcript should also include a short multiple choice quiz for the user.

XII. Transcript should apply to both the Pacific and Atlantic Coasts.

XIII. Transcript should be available in both English and French.

XIV. Transcript should be ready for Project Authority review by January 31, 2019.

XV. Incorporate revisions and feedback of Project Authority.

XVI. Transcript should be ready for launch by January 31, 2019.

B) Design and development

I. Design and development of the web content, including all necessary interactive elements (multimedia content provided by DFO).

II. All web content should be available in both French and English.

III. Draft should be ready for DFO review by February 28, 2019.

IV. Incorporate revisions and feedback of Project Authority.

V. Final product should be ready for launch by March 31, 2019.

4. Change Management Procedures

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5. Method and Source of Acceptance

All services rendered under any Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any service that is not considered satisfactory, or require their correction before payment will be authorized.

6. Location of Work

Contractor is expected to complete the work at their work site.

7. Travel and Living

The crown will not reimburse the contractor for any travel and/or living expenses as part of the contract.

Contract Number: F5211-180316

8. Language of Work

All requirements for completion of the project will be provided in English and French.

The proposed resource must be fluent in English and French. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.

Legend/Légende	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

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ANNEX "B" BASIS OF PAYMENT

Contract Period (Award to March 31 st , 2019)		(A)	(B)	(C)
Category of Personnel	Level of Expertise	Estimated # of Days	Firm Daily Rate	Total Cost C = (A x B)
1.14 Web Developer	Intermediate			\$30,488.00
All-inclusive Price (excluding taxes)				\$30,488.00

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB E3C 2H6

CONTRACT - CONTRAT

You are requested to get to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto. (The suppliers and services listed herein and on any attached sheets at the price or prices set out therefor)

Vous êtes demandé de vous adresser à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et les annexes à celles-ci, les articles et les services énumérés dans les présentes et les annexes à celles-ci, au prix ou aux prix indiqués.

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

JOSEE MARHET
SR. ACCOUNT EXECUTIVE

NAME / Nom: JOSEE MARHET
TITLE / Titre: SR. ACCOUNT EXECUTIVE
SIGNATURE / Signature: [Signature]
DATE / Date: 2019

Return signed copy herewith - Prière de retourner une copie dûment signée immédiatement

Altis Professional
102 Bank Street, 2nd floor
Ottawa, ON
K1P 5M4
E-mail: josee@altisprofessional.com

Canada

PWGS GC TPSGC 9400-10 (02/97)

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PWGS GC File No. - N° de référence des TPSGC F5211-180591	
Date of Contract - Date du contrat 2019-01-24	
Contract No. - N° du contrat F5211-180591	
Requester No. - N° de la demande Order Office Bureau demandeur FP858	Serial No. N° de série 0014
Financial Code(s) - Code(s) financier(s) 62590-480-120-4421-9FMS1-6	
Duty - Droits	
I.O.B. - P.A.B.	
Goods and Services Tax - Taxes sur les produits et services included	
Destination Fisheries and Oceans Canada 200 Kent St. Ottawa, ON K1A 0E6	
Invoices - Original and two copies are to be made out and sent to Factures - Remette et envoies l'original et deux copies à DEO Invoicing- facturation.MPO@canada.ca CC: Anne.bouliard@pco-mpp.gc.ca	
Address / Industries to Addresser toute demande de renseignements à Jean-Pierre deVink Procurement officer	
Telephone No. N° de téléphone 506-78-3850	Facsimile No. N° de télécopieur 506-482-3676
For the Supplier - Pour le fournisseur [Signature] 28 Jan 2019	
Total est. cost - Coût total est. 179,925.00	

s.20(1)(b)

s.20(1)(c)



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The Contractor's THS Supply Arrangement (SA) no. EN578-060502/141/ZT and Annexes are hereby incorporated into and form part of this Contract by reference.

Requirement Summary

1. Statement of Work

Background and Description of Work

The department of Fisheries and Oceans Canada requires the services of an Advanced Technical Writer: Stream 5 – Sub-Stream 5C (writer)

2. Classification of Personnel Required; in accordance with THS Supply Arrangement

Below is a list of the classification(s) of personnel required to fulfill this requirement and it is in accordance with THS Supply Arrangement

The following table lists the name(s) of the THS resource(s); information regarding the THS requirement; and Firm hourly rates and total cost of contract.

Name of Resource / Resource Ref No.	Stream number, Classification & Level of Expertise	Required Personnel Security screening	Bilingual (Y/N)	Firm Hourly rate	Estimated Total Hours	Total Estimated cost GST/HST extra
Rhonda Francis	Stream 5 – Sub-Stream 5C (writer) Advanced	Secret	N			\$179,925.00
SUBTOTAL:						\$179,925.00

3. Work Location

200 Kent Street, Ottawa, Ontario, K1A 0E6.

Articles of Agreement

1. Security Requirement

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS OR SECRET, granted or approved by CISD/PWGSC.



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1.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:

1. THS Generic Security Requirements Check List EN578-060502-SA3, EN578-060502-SA4, attached at Annex "C" of the Contractor's Supply Arrangement for Temporary Help Services, incorporated herein by reference.
2. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work.

THS resource(s) must meet the Minimum Mandatory Qualifications detailed in the THS Supply Arrangement for the applicable classification and level of expertise.
Classifications Table of Contents (Version 1)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract December 9th 2019 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Pierre deVink
Title: Procurement Officer
Department: Fisheries and Oceans Canada
Directorate: material and procurement services
Address: 301 Bishop drive
Fredericton, NB
E3C 2M6



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Telephone: 506-478-3850
Facsimile: 506-452-3676
E-mail address: Jean-Pierre.devink@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Matt Bartley
Title: A/Director
Organization: Fisheries and Oceans Canada
Address: 200 Kent St.
Ottawa, ON
K1A 0E6
Telephone: (613) 990-5374
E-mail address: matt.bartley@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: Josée Maillet
Title: Senior Account Executive
Organization: Altis Professional
Address: 102 Bank Street
2nd Floor
Ottawa, ON
K1P 5N4
Telephone: 613-230-5350
Facsimile: 613-230-1623
E-mail address: josee@altisprofessional.com

6. Payment

6.1 Basis of Payment

The Contractor will be paid firm hourly rates as indicated herein, for work performed in accordance with the Contract. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.



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6.2 Limitation of Expenditure

1. Canada's total liability under the Contract will not exceed \$ 179,925.00 GST or HST extra.
2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority for the Contract, prior to their incorporation into the Work.

The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:

- i. it is 75 percent committed, or
- ii. four (4) months prior to the Contract end date, or
- iii. If the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

The above limitation of expenditure amount is included for the administrative purposes of Canada only and does not represent any commitment on the part of Canada to pay any amounts except as expressly set out in this Contract.

3. In the event that the notification refers to inadequate funds, the Contractor will provide to the Contracting Authority in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

6.3 Goods and Services Tax / Harmonized Sales Tax (GST/HST)

1. All prices and amounts of money in the Call-up/Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
2. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

6.4 Method of Payment

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.

Payment by Credit Card

Canada will pay invoices on contracts against the Supply Arrangement by:

- MasterCard
- Direct Deposit



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7. Audit

All costs and charges to the Contract may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

Any payments made pending completion of the audit will be regarded as interim payments only and will be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it will be refunded promptly to Canada. Supporting information for each element of cost will be available and will be in sufficient detail that an in-depth audit can be performed.

8. Suitability of Services

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to Canada's schedule and standards. Resources assigned must be capable of performing the Contract at a level of competence considered acceptable by Canada.

Should resources be found unsuitable and the Contractor is notified within four (4) hours from the commencement of the start of his/her services, Canada will not be liable for payment to the Contractor for that period.

9. Access to Canada's Facilities

1. The Contractor resource may be required to perform the work on-site in Canada offices or off-site at the Contractors facilities, where applicable.
2. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - i. Designated User's premises;
 - ii. Designated User's computer systems (micro computer network);
 - iii. Documentation;
 - iv. Personnel for consultation; and,
 - v. Office space, telephones, desk space, manuals and terminals.
3. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
4. Subject to the approval of Canada, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Canada's convenience.

10. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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11. SACC Manual Clauses

The following table lists the Standard Acquisition Clauses and Conditions (SACC) manual clauses applicable:

Number	Date	Description
A7017C	2008-05-12	Replacement of Specific Individuals
B9028c	2007-05-25	Access to Facilities and Equipment
A9062C	2011-05-16	Canadian Forces Site Regulations
A9068C	2010-01-11	Government Site Regulations
C0711C	2008-05-12	Time Verification
C0705C	2010-01-11	Discretionary Audit

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. the Articles of Agreement;
2. 2010B (2018-06-12) Conditions - Professional Services (Medium Complexity);
3. Annex "A" - Statement of Work;
4. Annex "B" – Security Requirements Check List;
5. Annex "C" – Language Proficiency Grid;
6. the Contractor's THS Supply Arrangement (SA) no. EN578-060502/141/ZT
7. the Contractor's bid dated January 2nd 2019.



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ANNEX "A" - STATEMENT OF WORK

Title: Professional Communications Strategist / Writer – Advanced

Introduction:

To provide communications strategic planning and professional writing services for a variety of sensitive Fisheries and Oceans Canada projects, in support of the department's current transformation agenda, and plans for significant departmental changes to modernize the its business and systems.

Scope of Work:

The contractor's resource is required to write for a variety of media and in different styles, for various audiences, including but not limited to: web, internal messages from senior management, newsletter articles, key messages, communications strategies and media lines. These written products are linked to the Department's transformation agenda to modernize its business and become a more efficient organization, by providing Canadians with better value for their investment.

The contractor will work due to a temporary workload increase for which insufficient permanent staff is available.

Tasks, Activities, Deliverables and Milestones

The contractor is responsible for the following:

- Strategic and operational communications advice to senior managers on a weekly basis;
- Communications strategies and plans for both external and internal stakeholders, in support of a major business transformation agenda;
- Negotiating and writing communications strategies, approaches and products on behalf of the Fisheries and Harbour Management Sector, in collaboration with other sectors of the Department of Fisheries and Oceans; and
- Developing a Communications Strategy and executing it.

Specifications and Standards:

Material must comply with the Government of Canada Communications Policy and Fisheries and Oceans' Communications Guidelines and templates.

Material written for the public-facing website must comply with the *Canada.ca Style Guide* and *Information Architecture Specification*.

Technical, Operational and Organizational Environment:

- Contract must provide services identified by the Project Authority;
- Workload anticipated to average four days per week (subject to change based on operational requirements);
- Contractor must be available to work overtime, often on short notice, and;
- Contractor must be available to work on site when needed, to work on urgent and secret projects and for meetings with clients.

Reporting Requirements:



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To be negotiated and specified upon contract award.

Project Management Control Procedures:

Contractor will develop a work plan and timelines in consultation with the Project Authority, and report weekly on progress and issues.

Ownership of Intellectual Property:

Materials developed become the property of the Government of Canada.

Location of Work, Work Site and Delivery Point:

Work to be completed mostly on site at 200 Kent Street, Ottawa, Ontario, K1A 0E6.

Language of Work:

Language of work will be English – Advanced in accordance with the grid found in Annex “C”.

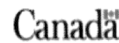
Project Schedule:

The Project Authority and the contractor will have deliverables and communications products due over the period leading up to deadlines imposed by various project management plans. There is currently not a strict timeline, except for some short term project targets, which may change.



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ANNEX "B" – SECURITY REQUIREMENTS



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Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada		2. Branch or Directorate / Direction générale ou Direction TBD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Temporary help writer			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>	
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>	
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS

COTE DE FIABILITÉ

☐ CONFIDENTIAL

CONFIDENTIEL

☒ SECRET

SECRET

☐ TOP SECRET

TRÈS SECRET

☐ TOP SECRET - SIGINT

TRÈS SECRET - SIGINT

☐ NATO CONFIDENTIAL

NATO CONFIDENTIEL

☐ NATO SECRET

NATO SECRET

☐ COSMIC TOP SECRET

COSMIC TRÈS SECRET

☐ SITE ACCESS

ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRIS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité

UNCLASSIFIED

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ANNEX "C" – LANGUAGE PROFICIENCY GRID

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> Ask and answer questions; Give simple instructions; and Give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> Fully understand very simple texts; Grasp the main idea of texts about familiar topics; and Read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> Sustain a conversation on concrete topics and report on actions taken; Give straightforward instructions to employees; and Provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> Grasp the main idea of most work-related texts; Identify specific details; and Distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> Support opinions; and Understand and express hypothetical and conditional ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> Understand most complex details, inferences and fine points of meaning; and Have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write texts where ideas are developed and presented in a coherent manner.

Fisheries and Oceans
CanadaPêches et Océans
Canada**PURCHASING OFFICE –
BUREAU DES ACHATS**Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON K1A 0E6Email - courriel: Jessica.pickard@dfo-mpo.gc.ca**CONTRACT - CONTRAT**

You are requested to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous vous demandons de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).


X 

For the Contractor/Le fournisseur

Comments: - Commentaries :

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT****E60ZT-180028/145//ZT****QMR Consulting & Professional Staffing**
75 Albert Street, Suite 906
Ottawa, Ontario
K1P 5E7**Pickard**Digitally signed
by Pickard,
Jessica**Jessica**Date:
2019.01.31
15:39:09 -05'00'**Canada**

Title – Sujet Procurement Specialist		Date January 30th 2019
Solicitation No. – N° de l'invitation FP802-180251		
Client Reference No. - No. de référence du client FP919-18021		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Jessica Pickard Email – courriel: Jessica.pickard@dfo-mpo.gc.ca		

Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur: QMR Consulting & Professional Staffing 75 Albert Street, Suite 906 Ottawa, Ontario K1P 5E7	
Telephone No. – No. de téléphone 613-234-6654	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) Dan Moorcroft, President/ CEO	
Signature 	Date January 31, 2019

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1.1.1

- The supplier and its personnel who require access to classified information must have a **SECURITY CLEARANCE** at the **SECRET** level issued by Canada and approved by the Government of Canada.
- The supplier and all individuals assigned to work on the contract or on a DFO site must not disclose PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior permission of Fisheries and Oceans Canada (i.e. a new SRCL must be submitted for approval).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for a Procurement Support Specialist for the Department of Fisheries and Oceans under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2019 inclusive.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name: Department of Fisheries and Oceans

Contact Name: Jessica Pickard

Telephone: 343-548-5011

E-mail address: Jessica.pickard@dfo-mpo.gc.ca

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The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department Name and Address: Department of Fisheries and Oceans

Contact Name: Wendy Wu

Telephone: 613-203-2076

E-mail address: wendy.wu@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Evelyn Speers

Telephone: 613-234-4972

E-mail address: evelyn.speers@qmrconsulting.com

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of **\$21,375.00**. Customs duties are included, and Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.8 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

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1.9 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International)

1.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.11 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

1.12 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed

- 1.12.1 Payments will be made provided that:

- 1.12.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

1.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not

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responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-180028/145//ZT; and
- (g) the Contractor's bid dated January 23rd, 2019

1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement

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must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against

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the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A"

STATEMENT OF WORK

1.0 SCOPE

1.1 TITLE

Coordinating procurement activities and preparing all relevant documentation required for the various procurement needs for the Fish and Fish Habitat Protection Program.

1.2 ORGANIZATION

Ecosystem Management Directorate, Fisheries and Oceans Canada (DFO)

1.3 CONTRACT PERIOD

Contract Award – March 31, 2019

1.4 OBJECTIVES

The objective of this contract is to acquire the support of a procurement specialist to coordinate procurement activities and prepare procurement documents and forms for the Fish and Fish Habitat Protection Program (the Program).

More specifically, anticipated activities of the contract include:

1. Working with the Program experts to plan and coordinate procurement activities including financial estimates, business requirements and contracting options
2. Providing briefings on progress and concerns of procurement (Contract process management)
3. Planning, coordinating, preparing and controlling documentation for procurement plan and process, depending on method of procurement
4. Preparing, reviewing and/or finalizing Statement of Work for potential procurement
5. Preparing selection methodologies, evaluation plans, evaluation criteria (mandatory and point rated) and evaluation schedules for procurement
6. Developing, planning, analyzing, evaluating and prioritizing deliverables and requirements (Bid evaluation)
7. Identifying potential problems and propose solutions
8. Ensuring management staff is provided with timely and accurate information and status updates on contracts

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Due to staff changes, the Program now has limited resources to effectively manage the procurement process and further there is increased expectations and pressure given the recent Fisheries Act mandate commitment and investments in Program renewal.

1.5 BACKGROUND, ASSUMPTIONS AND SCOPE OF THE REQUIREMENT

The Fish and Fish Habitat Protection Program (the Program) is currently in the process of significant transition and change. The Program is seeking a procurement specialist to assist with planning, coordinating, and preparing the procurement activities and supporting documentation that will allow the Program to more efficiently and effectively manage their contracting needs (both immediate and future).

2.0 REQUIREMENTS

2.1 ANTICIPATED TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

The contractor is responsible for the delivery of the activities outlined in the table below and coordination with DFO for all revisions and deliveries of materials.

Phases (tasks/activities)	Deliverables/Milestones
Task 1: Assess contracting needs of the Program for 2018-19 and beyond.	Meet with DFO (NCR), to understand and identify the most pressing contracting needs.
Task 2: Identify, plan, and coordinate procurement process and activities for the Program.	Prepare a Procurement Plan for the Program (identifying contracting options, cost estimates, etc.)
Task 3: Preparing Statements of Work and the relevant forms identified in the Procurement Plan	Complete Statements of Work and other procurement forms for all the contracting needs identified in the Procurement Plan.
Task 4: Coordinate and liaise with DFO Procurement Hub to establish contracts.	Contracts established for all contracting needs identified in the Procurement Plan.
Task 5: Reporting progress of the contracts and propose solutions.	A progress report on the contracts in the Procurement Plan.
Task 6: Preparing selection methodologies, evaluation plans, evaluation criteria (mandatory and point rated) and evaluation schedules for procurement.	Evaluation plans, methodologies, criteria, and schedules for various contracts.

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2.2 SPECIFICATIONS AND STANDARDS

All services rendered and deliverables completed in response to a contract shall be in compliance with all relevant departmental/agency and Government of Canada Acts, codes, regulations and policies in effect at the time.

2.3 METHOD AND SOURCE OF ACCEPTANCE

The Contractor shall provide the department/agency with the services described in this contract and shall ensure the completion of all deliverables in a timely and responsive manner. All reports, deliverables and services rendered under this contract are subject to inspection by the Project Authority and, for technical components, the department/agency Technical Lead.

Deliverables may include but are not limited to written reports and forms, editable files or spreadsheets. If the deliverable is a report then all embedded objects in these reports shall be provided to the department/agency in separate editable electronic files in a format acceptable to the department/agency. All written deliverables (i.e. statement of work, procurement forms, reports, communiqués and other written documents) developed under this contract will be provided electronically in the format are to be received in the following accessible formats: Microsoft 2010 (Word, PowerPoint and Excel) and or compatible version thereof. Some deliverables may also be acceptable in Adobe PDF.

2.4 REPORTING REQUIREMENTS

In addition to the timely submission of all deliverables and fulfillment of obligations specified within this contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the department/agency's Project Authority. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

Communication may include: phone calls, electronic mail, faxes, mailings and meetings. In addition, the Contractor is to immediately notify the department/agency's Project Authority of any issues, problems, or areas of concern in relation to any work completed for this contract, as they arise.

In relation to this contract, the Contractor shall provide periodic written progress reports and various ad hoc verbal status updates to the department/agency's Project Authority. Upon request from the department/agency's Project Authority, the Contractor shall submit status reports that identify the activities that the Contractor accomplished since the last status report, those that were planned but not

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accomplished since the last status report and those planned for the next reporting period.

2.5 PROJECT MANAGEMENT CONTROL PROCEDURES

The department/agency's Project Authority and Technical Lead (where applicable) will meet with the Contractor and/or review all materials submitted by the Contractor as deliverables. The department/agency's Project Authority will provide comments to the Contractor indicating any changes or revisions required to the written deliverables.

Meetings to review the deliverables will be held periodically at the department/agency Project Authority's location, or take place via conference call or video conference. Required documents for discussion shall be provided by the Contractor to the department/agency's Project Authority a minimum of forty-eight (48) hours in advance of the meeting.

The management by the Contractor of service delivery in relation to this contract shall be undertaken in accordance with all applicable Acts, Codes, departmental/agency and/or federal government regulations, policies and procedures (as defined in Section 2.2) and in accordance with best practices of the public involvement/consultation and project management fields.

The Contractor shall ensure that all deployed resources are accredited and properly trained to fulfil their responsibilities. In addition, the Contractor is required to ensure that all of its assigned resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

The individual identified in the proposal as the Project Coordinator or Technical Authority shall ensure the contact deliverables and deadlines are brought in on time, on budget and of an acceptable quality (i.e. submission of progress reports, system tests, etc.). The Project Authority shall have the right to reject any service or deliverable that is not considered satisfactory, or require their correction before payment will be authorized.

2.6 CHANGE MANAGEMENT PROCEDURES

The Contractor shall propose (in writing) any changes to the scope of work under this contract, for the consideration and agreement by the department/agency's Project Authority and Technical Lead (where applicable). In identifying a suggested change, the Contractor shall identify why they are recommending the change, the estimated cost of the change, and the impact on resources (Contractor and Crown) and project deliverables.

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No changes will be implemented to this contract without first obtaining the approval of the department/agency's Project Authority, and upon receipt of a formal amendment to the contract signed by the Project Authority. The Contractor shall not proceed with work outside of the scope of the contract without the prior written authorization of the Project Authority.

3.4 LOCATION OF WORK, WORK SITE AND DELIVERY POINT

All personnel assigned to any contract resulting from this RFP must work by correspondence and will not be provided office or work space by DFO.

3.5 LANGUAGE OF WORK

All materials related to procurement should be developed in English.

3.9 TRAVEL AND LIVING

There must be no travel and living expenses incurred by the contract. All work must be completed by correspondence.

4.0 PROJET SCHEDULE

4.1 EXPECTED START AND END DATES

The completion date of this contract is March 31, 2019, by which time all deliverables and reports must be submitted for payment to be invoiced.

Extension provision:

In the event that required work, as stipulated in this contract, is not completed by the official end date of March 31, 2019, there will be no additional funding provided to continue the work; project operations will cease and so will any requisite payments.

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ANNEX "B"

BASIS OF PAYMENT

Period	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total		
	A	B	C = A x B		
Period Contract Award – March 31 st 2019					
Intermediate Resource – 10.7 Procurement Specialist			\$21,375.00		
Resource Name : Jason Albert					
Total:				\$21,375.00	
Applicable Taxes				\$2,2778.75	
Total:		\$24,153.75			

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉ

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada	2. Branch or Ecosystème
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor
4. Brief Description of Work / Brève description du travail	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Tar Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties au sur le contrôle des données techniques?	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted areas? Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'entrevue? à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou
if Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement déli
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | |
|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | |

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provic
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classifical

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assa
premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PR
CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, printing, repair and/or modification) of PROTECTED and/or CLASSIFIED ass

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by you. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions sont automatiquement inscrites dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
Information / Assets Renseignements / Biens										
Production										
IT Media / Support TI										
IT Link / Lien électronique										

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans
Canada

301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat



Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression) Signature

2/18/2019

Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

E.S. Tunis & Associates
2B-268 First Avenue
Ottawa, ON K1S 2G8

Canada

PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC F5211-180786		Page 1 of 15
Date of Contract - Date du contrat 6 February 2019		
Contract No. - N° du contrat F5211-180786		
Requisition No. - N° de la demande Order Office Bureau demandeur	Yr An	Serial No. N° de série
FP918	18	007
Financial Code(s) - Code(s) financier(s) 6H100-317-120-4403-96242-6		
Duty - Droits N/A		
F.O.B. - F.A.B. N/A		
Goods and Services Tax - Taxe sur les produits et services included		
Destination Fisheries and Oceans/ Pêches et Océans HMES, Director General's Office 200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca		
Address inquiries to: Adresser toute demande de renseignements à: Roger LeBlanc - Senior Contracting Officer Roger.LeBlanc@dfo-mpo.gc.ca		
Telephone No. N° de téléphone	506-447-2596	Facsimile No. N° de télécopieur 506-452-3676
Total est. cost - Coût total est. \$21,600.00		
For the Minister - Pour le Ministre LeBlanc, Roger		
Digitally signed by LeBlanc, Roger Date: 2019.02.18 10:43:31 -04'00'		



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Canada

Pêches et Océans
Canada

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CONTRACT CLAUSES

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

There is no security requirement applicable to this Contract.

Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services **Stream 9.4 Organizational Development Consultant for Fisheries and Oceans Canada** under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract award to June 30, 2019 inclusive.

1.5 Authorities

1.5.1 Contracting Authority

Contact Name: Roger LeBlanc

Fisheries and Oceans
CanadaPêches et Océans
Canada

Contract: F5211-180786

Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Dr.
Fredericton, NB
E3C 2M6

Telephone: (506) - 447-2596
Facsimile: (506) - 452-3676
E-mail address: Roger.LeBlanc@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

The Project Authority for the Contract is:

Contact Name: Nicholas Winfield
Title: Director General
Directorate: Ecosystems Management
Branch: Ecosystems and Fisheries Management
Address: HMES, Director General's Office
200 Kent Street
Ottawa, ON K1A0E6

Telephone: 613-998-9088
E-mail address: Nicholas.Winfield@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Susan Snider
Title: Senior Associate
Organization: E.S. Tunis and Associates Inc.
Address: 2B-268 First Avenue
Ottawa, ON K1S2G8

Telephone: 613-594-3033
E-mail address: [REDACTED]

1.6 Payment

1.6.1 Basis of Payment – Fixed Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ 21,600.00. Customs duties are excluded and Applicable Taxes are extra.

1.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and



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Canada

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Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

1.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

1.6.4 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7 Method of Payment

1.7.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

1.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
3. Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
CC: AP Coder: Natasha Clark

1.9 Accounts and Audit

- 1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.



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- 2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.11 Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

1.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

1.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated January 11, 2019.



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1.14 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



1.18 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

1.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



- b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



ANNEX "A" STATEMENT OF WORK

ORGANIZATION DEVELOPMENT SUPPORT FOR THE ECOSYSTEM MANAGEMENT LEADERSHIP TEAM AT FISHERIES AND OCEANS CANADA

1.0 Scope

1.1 Title

Contractor with expertise in organizational transformation, leadership development and strategy to conduct a diagnostic, recommend approaches, and design and execute appropriate leadership interventions to strengthen the performance of the executive team of the Department of Fisheries and Oceans (DFO) Ecosystems Management Directorate (EM). The work includes the collective development of a Strategy Map, which will help to build a shared sense of purpose and a common understanding of the strategic direction of EM.

1.2 Introduction

As a Directorate, EM is transitioning through multiple changes. Mandate commitments and funding initiatives are driving the evolution of its programs. The staff complement is growing and two new members have joined the ranks of the executive team to lead new and enhanced areas of work.

This initiative focuses on the role and performance of EM's executive team as a significant element of success of the EM transition. Building on coaching support already in place to individual executives, this is an opportunity to strengthen how executives work together as a team, reflect on common purpose and strategy, and build an approach to integrated leadership which is sustainable over the long term and builds on the strengths of each individual executive on the team.

1.3 Contract Period

The services of the Contractor will be required to commence upon Contract Award. The scheduled completion date of this contract is June 30, 2019.

1.4 Objectives of the Requirement

EM is seeking the professional services of a Contractor with expertise in organizational transformation, leadership development and strategy to conduct a diagnostic of the EM executive team dynamics and performance, recommend approaches and implement appropriate leadership interventions to strengthen the team. One of these leadership interventions will be the development of a Strategy Map for EM programs.

This exercise will assist the Director General and its executive team to work towards alignment on direction, high quality interactions and a sense of renewal.

1.5 Background, Assumptions, and Specific Scope of the Requirement

The Contractor's resource is required to assist EM located at DFO's headquarters in Ottawa, with the work described above.

The scope of work includes establishing a work plan and providing regular status reports; conducting one-on-one meetings with other consultants and executive team members, analysing findings and presenting a diagnostic to the DG; development of options for an approach to strengthen the EM executive team; the design and execution of specific leadership interventions; and the development of an Strategy Map through a half day workshop with the EM executive



team. This work will be overseen by the Senior Advisor to the DG, acting as Project Lead, and directly involve the DG, as Project Authority.

2.0 Requirements

2.1 Resource Requirements

DFO requires one (1) qualified firm to accomplish the work outlined in this statement of work. Resource 1, Level 3 (Senior) – Stream 9.4 Organization Development Consultant.

2.2 Tasks, Activities, Deliverables and Milestones

The following are the tasks, activities and deliverables under this contract;

Task 1: Project orientation + kick off (February–March 2019)

- Meet with the Project Authority to review the project mandate, timelines and deliverables.
- Develop a high level project plan outlining the key tasks and project milestones for both ESTA and the EM Project Authority.
- Review of relevant background materials related to the mandate, strategy and work plans for EM.
- Participate in regular check point meetings and conversations with the Project Lead and Authority as needed throughout the life of the project.

Deliverables: High Level Project plan; Bi-weekly status report (one page)

Task 2: Diagnostic (March–April 2019)

- Meet with three consultants who have previously been involved in leadership development activities with some or all of the members of the EM executive team over the past 12 months. These conversations will be approximately one hour in length, confidential and not for attribution.
- Meet with the DG, EM to discuss team dynamics, expectations and key challenges which face him as an individual leader and which the executive team face collectively.
- Individual meetings with each member of the EM executive team and senior advisor (approximately 6 in total) to listen, learn and diagnose team dynamics and performance.
- Analysis of findings, including common patterns which may emerge, outlier data points, areas of concern and key insights.
- Prepare the findings of the diagnostic and present the findings to the DG for discussion and assessment. All documentation will be provided in English; translation will be the responsibility of the Project Authority.

Deliverables: Lines of inquiry for each conversation (to be sent in advance of each meeting); documented findings and diagnostic of dynamics at play amongst the EM executive team; Presentation of findings to the DG.

Task 3: Recommended approach to strengthen the EM executive team (April 2019)

- Develop an approach to strengthening the EM executive team, including but not limited to the following:
 - Address the dynamics at play amongst members of the executive team;
 - Identify opportunities to deepen leadership mindsets, habits and competencies;
 - Explore alignment of the support systems and process which can enable and catalyze change across the executive team; and
 - Recommend specific actions and practical approaches to address the above.



- Preparation and presentation of options and recommendations to the DG for consideration and decision.

Deliverables: Draft presentation with options and recommendations; Final presentation capturing DG decision.

Task 4: Implementation of select interventions to support the EM executive team (April-May 2019)

- The design and execution of specific leadership interventions is difficult to anticipate in advance of the diagnostic. The consultant can provide expertise in the following, as appropriate to the needs of the executive team:
 - One-on-one coaching conversations;
 - Team coaching conversations;
 - Strategic advice to the Director General, EM; and
 - Development of systems, processes and curriculum to support improved team dynamics and leadership competencies.
- It is anticipated that one of the team interventions will include the development of an EM Strategy Map, which will help to build a shared sense of purpose and a common understanding of the strategic direction of EM. Specific tasks will include the following:
 - Review of existing EM materials, such as program strategic plans (up to 3), forward plan (1), harvested text narrative and its illustration by graphic facilitator (1), and other key documents as identified by the Project Authority.
 - Design and facilitation of a ½ day workshop with the EM executive team to develop a one page visual "strategy map" to serve as a north star for the program over the next three to five years.
 - Work with in-house narrative pen-holder to align the text narrative to the strategy map to ensure they complement each other.
 - Finalize strategy map and present to EM executive team.

Deliverables: Workshop agenda and materials; Draft and final versions of the EM Strategy Map; Additional deliverables as appropriate to the decision on the nature of leadership interventions which are chosen.

2.3 Technical, Operational and Organizational Environment

The Contractor will work closely with the Project Lead and Project Authority in order to fulfil the expected tasks and deliverables.

2.4 Method and Source of Acceptance

The Contractor shall provide the department with the services described in this statement of work and shall ensure the completion of all deliverables in a timely and responsive manner. All reports, deliverables and services rendered under this contract are subject to inspection by the Project Authority.

Deliverables may include, but are not limited to written reports, databases, or spreadsheets. If the deliverable is a report then all embedded objects in these reports shall be provided to the department in separate editable electronic files in a format acceptable to the department. All written deliverables (i.e. presentation decks, reports, communiqués and other written documents) developed under this contract will be provided electronically in the following accessible formats: Microsoft 2010 (Word, PowerPoint and Excel) and or compatible version thereof. Some deliverables may also be acceptable in Adobe PDF.

Deliverables and some actions will require review and approval by the Director General, EM, who also has financial signing authority under FAA Section 32 and 34. Therefore payment will not be



made unless it has been confirmed that tasks, activities and milestone commitments are being met.

All deliverables **MUST** be approved by the Project Authority.

2.5 Reporting Requirements

In addition to the timely submission of all deliverables and fulfillment of obligations specified within this contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the department's Project Authority.

Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations.

Communication may include: phone calls, electronic mail, mailings and meetings. In addition, the Contractor is to immediately notify the department, Project Lead of any issues, problems, or areas of concern in relation to any work completed under this contract, as they arise in a timely manner.

2.6 Project Management Control Procedures

The Project Authority for this contract will be the DG, EM Directorate. The Senior Advisor to the DG will act as Project Lead and will ensure timely delivery and the appropriate quality control of the services delivered according to the timelines of this project.

The individual or company identified in the proposal as the Contractor shall ensure the contract deliverables and deadlines are brought in on time, on budget and of an acceptable quality. The Project Authority shall have the right to reject any service or deliverable that is not considered satisfactory, and require appropriate corrections or amendments before payment is authorized.

2.7 Change Management Procedures

Any changes required by the Contractor must be submitted to the Project Authority for review. No work is to be completed unless preapproved by the Project Authority. Any changes required by DFO will be submitted to the Contractor using the same form and process. Should any of these changes require a Contract Amendment, no work will be initiated by the Contractor until the Contract Amendment has been approved and processed by the Contract Authority.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Support

The Advisor to the DG (Project Lead) will be responsible for coordinating the overall project, providing as-required direction and guidance to the Contractor, and accepting and approving Contractor deliverables on behalf of the department.

Additionally, the Project Lead will:

- Ensure that the appropriate personnel or subject matter experts from within the department are available to the Contractor to discuss and provide content, source, and/or reference material, and review deliverables;
- Provide the Contractor with specific policy and/or program related supporting and background documentation and information not easily accessible to the Contractor, including (but not limited to) any government and departmental policies, procedures, guidelines, templates,



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publications, reports and studies required by the Contractor to complete the identified tasks and deliverables;

- Provide comments on draft documentation within five (5) working days;
- Provide other assistance or support, as required to efficiently execute the requirements of the contract.

The Consultant will not be provided any DFO facilities or equipment to develop deliverables.

3.2 Contractor's Obligations

The Contractor shall be responsible for the following:

- Ensure all activities and deliverables described in this SOW are delivered on time and are of an acceptable quality.
- Keep all documents and proprietary information confidential.
- Meet all tasks and deliverables as identified in section 2.1.
- Return materials belonging to DFO after each workshop session.
- Submit all written reports in electronic copy in an acceptable electronic format as specified in this document.
- Participate in teleconferences' as needed.
- Maintain all documentation in a secure and safe manner.
- Attend meetings at DFO sites as and when required.

3.3 Location of Work, Work site and Delivery Point

The majority of the work will be completed at the Consultant's work site. Due to deadlines, the Contractor must be ready to work in close and frequent contact with the Project Lead and other departmental personnel assigned to the project for the full duration of the contract. The Contractor will need to be present at DFO facilities located at 200 Kent St. Ottawa, Ontario, as required for meetings or workshops. The Contractor must be escorted by an employee at all times when visiting DFO facilities. There is no authorization for travel.

3.4 Language of Work

The Contractor must be fluent in both Official Languages. Intermediate oral proficiency in both official languages may be required for some internal and workshop discussions. English will be the language of work for the meetings and workshop.

Should documents produced by the Contractor be required in French, DFO will be responsible for translation of the documents.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and, • give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; grasp the main idea of texts about familiar topics; and, • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.



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Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on action taken; • give straightforward instructions to employees; and, • provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and, • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions, and understand and express hypothetical and conditioned ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complicated details, inferences and fine points of meaning; and, • have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

3.5 Required Resources or Types of Roles to be performed

The Contractor should have experience in organizational transformation, leadership development and strategy in the context of federal government departments.



ANNEX "B"

BASIS OF PAYMENT

Table 1: Professional Fees – 9.4 Organization Development Consultant - Senior					
Installment	Task	Number of required Resources	Estimated Level of Effort (Days) (A)	Firm Daily Rate (B)	Total Cost C = (A*B)
1	1	1			\$2,400
1	2	1			\$9,600
2	3	1			\$3,000
2	4	1			\$6,600
Estimated Price – Installment 1					\$12,000
Applicable taxes Installment 1 - HST 13%:					\$1,560
Total Installment 1					\$13,560.00
Estimated Price – Installment 2:					\$9,600.00
Applicable taxes Installment 1 - HST 13%:					\$1,248.00
Total Installment 2					\$10,848.00
Total (including tax):					\$24,408.00

- Installment 1 will be paid at the conclusion of task 2 (\$12,000 excluding tax)
- Installment 2 will be paid at the conclusion of task 4 (9,600 excluding tax)



Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
200 Kent Street
Ottawa, ON, K1A 0E6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

Dan Moorcroft, President/CEO

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

Date

2019

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

QMR Staffing Solutions Incorporated
75 Albert Street
Ottawa, ON, CAN
K1P 5E7
613-234-4972

Canada

PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC		Page 1 of 35
Date of Contract - Date du contrat		11-02-2019
Contract No. - N° du contrat		FP802-190016
Requisition No. - N° de la demande	Order Office Bureau demandeur	Yr An
Serial No. N° de série		
Financial Code(s) - Code(s) financier(s)		60140-530-120-4403-00000-6
Duty - Droits		
Included		
F.O.B. - F.A.B.		
Destination		
Goods and Services Tax - Taxe sur les produits et services		
Excluded		
Destination		Fisheries and Oceans Canada 200 Kent Street Ottawa, ON K1A 0E6
Invoices - Original and two copies are to be made out and sent to: Factures - Rempir et envoyer l'original et deux copies à:		DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA
Address inquiries to: Adresser toute demande de renseignements à:		Andrew Clouthier Contracting Officer
Telephone No. N° de téléphone	Facsimile No. N° de télécopieur	613-293-6805 ()-
Total est. cost - Coût total est.		\$21,906.50
For the Minister - Pour le Ministre		Ordnw (MPO) Feb 12, 2019



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PART 1 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1.1 Security Requirements

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/ assets .
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s) .
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement)

1.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract award to May 31, 2019 inclusive.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contact Name: Andrew Clouthier
Telephone: 613-293-6805
E-mail address: Andrew.Clouthier@dfo-mpo.gc.ca
Department of Fisheries and Oceans Canada
200 Kent Street, Ottawa, ON, K1A 0E6

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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Canada**1.5.2 Project Authority**

Contact Name: Kathryn McElhone
 Department: Fisheries and Oceans Canada
 Title: Senior Director, Ministerial Services and Regional Liaison
 Telephone: (613) 990-0360
 E-mail address: Kathryn.McElhone@dfo-mpo.gc.ca
 Address: 200 Kent Street, Ottawa, Ontario, K1A 0E6

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Evelyn Speers
 Company: QMR Staffing Solutions Incorporated
 Telephone: 613-234-4972, Extension: [REDACTED]
 E-mail address: Evelyn.Speers@qmrconsulting.com
 Address: 75 Albert Street, Suite 906, Ottawa, ON, CAN, K1P 5E7

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.7 Payment**1.7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$21,906.50**. Customs duties are included and Applicable Taxes are extra.

1.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$21,906.50**. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or



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- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.8 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada

1.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity).
- b) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- c) The Contractor must provide an electronic copy of each invoice via email to the following address: DFO.invoicing-facturation.MPO@Canada.ca and to the Project Authority.



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1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the General Conditions 2010B (2018-06-21);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment
- e) Annex C, SRCL Requirements
- f) Annex D, Proposal, Dated February 7, 2019

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.



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1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



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1.19 Intellectual Property Infringement and Royalties

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the contract.

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

- a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or



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- c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



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ANNEX "A" STATEMENT OF WORK

1.1 Title

Benchmarking of Regional Communications Operations

1.2 Background

The Communications Branch is reorganizing and growing due to a shift to "digital first" approach to communications, and a large number of new major initiatives requiring Communications support, such as Web Renewal, Oceans Protection Plan and public consultations on the Fisheries Act.

1.0 Objective

The objective of this requirement is to conduct a high-level review of the priorities, roles, responsibilities and budgets of the DFO regional communications offices (as well as the regional operations of a select group of other federal departments) in order to provide an overall assessment of their current operational and financial status, and make global recommendations for possible improvements.

2.0 Scope

The requirement is for the contractor to review pertinent documentation supplied by DFO regarding DFO's regional organization structure, prepare interview questions and conduct interviews with various levels of management within the regions, perform reviews of various operational aspects of regional communications officers, and prepare reports on findings.

3.0 Tasks, Activities and Deliverables

- Review pertinent documentation (supplied by Fisheries and Oceans) on DFO's regional offices across Canada including organizational charts, budgets, corporate plans and priorities, etc.;
- Prepare interview questions for the various parties and schedule interviews;
- **Internal:** conduct interviews with a broad range of Fisheries and Oceans personnel: all regional communications heads (6); all Regional Directors-General responsible for communications divisions (6); Assistant Coast Guard Commissioners (3) that rely on regional communications support; plus a mixture of other executives as deemed appropriate by the client (total of approximately 20 interviews);
- **External:** review the regional office structure, roles, responsibilities and funding of three to four other science-based federal departments with regional communications offices, for purposes of comparison (potentials could include NRCan, EC, ISED). Contacts and documentation to be provided by DFO-Communications as needed.
- Prepare two reports:
 - an accounting of what was said and best practices that were revealed by the research
 - a holistic view of regional operations and how they fit into the larger DFO structure including global recommendations for moving forward



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4.0 Contract Period

The contract period is from date of contract award to May 31, 2019.

5.0 Reporting Relationship

The Contractor must report on a weekly basis to the Project Authority. The Project Authority will provide oversight and guidance to the Contractor to ensure that the deliverables are met and will be responsible for the review and approval of deliverables prior to payment.

6.0 Client Support

In addition to leading the overall effort, DFO obligations will include the following for all staffing actions:

1. Provide necessary documentation to the contractor.
2. Work with the contractor to prepare appropriate interview questions
3. Liaise with contractor and regional management to set up interviews and provide any necessary equipment to carry out the interviews.
4. Validate data and information provided to the contractor in support of this requirement.
5. Review and validate the final reports.

7.0 Contractor's Obligations

The Contractor is obligated to:

1. Complete all obligations outlined within this SOW.
2. Provide weekly status reports that identify work completed, next steps, and hours worked.
3. Be available to discuss any deliverable or project progress by phone or in person, with various audiences.
4. Use own hardware and software to complete the work
5. Submit all written deliverables to the Project Authority in MS Office format.

8.0 Location of Work, Work site and Delivery Point

All work will be carried out in the National Capital Region. Although the resource will be required to work offsite (i.e., at own office), the resource must be available to meet face-to-face with DFO staff when necessary. The face-to-face meetings will take place at 200 Kent Street, Ottawa, Ontario.

9.0 Language of Work

Work will be carried out in English. The Contractor's resource must have an advanced proficiency level in English as described in the table below.



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Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions, and understand and express hypothetical and conditioned ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

10.0 Travel and Living

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

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Canada**ANNEX "B" BASIS OF PAYMENT****A- Contract Period (From Date of Contract Award to May 31, 2019 inclusive)**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

1.0 Professional Fees

The Contractor will be paid an all-inclusive Firm Per Diem rate as follows:

Initial Contract Period

Senior Level Business Consultant: From date of contract award – May 31, 2019

Resource Category	Level	Firm all-inclusive per diem rate, GST/HST extra (in Cdn \$) A	Estimated Effort (Days) B	Total (in Cdn \$) C = A x B
Business Consultant	Senior			\$21,906.50
Applicable Taxes				\$2,847.84
Total				\$24,754.34

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("number of days worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Number of days worked = number of hours worked / 7.5 hours per day

ANNEX "C" SRCL REQUIREMENTS



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1 Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada		2 Branch or Directorate / Direction générale ou Direction Communications Directorate
3 a) Subcontract Number / Numéro du contrat de sous-traitance		3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Lor. thomp
4 Brief Description of Work / Brève description du travail Conduct a benchmarking exercise of regional communications operations at DFO 2019		
5 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6 Indicate the type of access required / Indiquer le type d'accès requis		
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7 c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7 c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6 c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7 a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7 b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays
7 c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada



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PART A (continued) / PARTIE A (suite)

9 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity.

Dans l'affirmative, indiquer le niveau de sensibilité

9 Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B PERSONNEL (SUPPLIER) / PARTIE B PERSONNEL (FOURNISSEUR)

10 a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments

Commentaires spéciaux :

NOTE If multiple levels of screening are identified, a Security Classification Guide must be provided

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni

10 b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non Oui

PART C SAFEGUARDS (SUPPLIER) / PARTIE C MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCF 350-103(2004/12)

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PART C: (continued) / PARTIE C: (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Asse's Renseignements / Biais Production																
IT Media / Support TI																
IT Link / Lien électronique																

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?



No / Non



Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



No / Non



Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PARTIE D'AUTORISATION / PARTIE D'AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Marian Hubley

Title - Titre

Director General,
Communications

Signature

Marian Hubley

Telephone No. - N° de téléphone

613-990-0219

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

marian.hubley@dfo-mpo.gc.ca

Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Dawn Pearcey

Title - Titre

Departmental Security Officer

Signature

[Signature]

Telephone No. - N° de téléphone

613-991-4413

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Dawn.Pearcey@dfo-mpo.gc.ca

Date

Feb. 2, 2018

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
☐ Non

☐ Yes
☐ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Andrew Clouthier

Title - Titre

Contracting officer

Signature

[Signature]

Telephone No. - N° de téléphone

613-293-6805

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Andrew.Clouthier@dfo-mpo.gc.ca

Date

08/02/2019

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Dawn Pearcey

Title - Titre

Departmental Security Officer

Signature

[Signature]

Telephone No. - N° de téléphone

613-991-4413

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Dawn.Pearcey@dfo-mpo.gc.ca

Date

Feb. 2, 2018

Security Clauses: No Security Requirement

ANNEX A

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to **PROTECTED** or **CLASSIFIED** information/assets
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any **PROTECTED** or **CLASSIFIED** information/assets from DFO site(s)
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement)

ANNEX "D" PROPOSAL

Kathryn McElhone

Senior Director, Ministerial Services & Regional Liaison

Fisheries and Oceans Canada

Kathryn.McElhone@dfo-mpo.gc.ca

Regarding: **Communications Specialist**

Solicitation: **Sole Source**

Due Date: **Feb 7th, 2019**

QMR Staffing Solutions Incorporated (operating as QMR Consulting & Professional Staffing or QMR Consulting) is a leading Management Consulting placement firm headquartered in the National Capital Region of Canada. We are pleased to present Ms. Lori Harrop for consideration in response to your request for a Communications Specialist.

We have obtained permission from Ms. Harrop to present her curriculum vitae for this requirement. We also confirm that she possesses the required experience and credentials to complete this project.

QMR has delivered professional resources to the Canadian Federal Government, the private sector, since 2003. For more than 15 years QMR has provided superior value to our clients through a deep understanding of their organizational requirements and a consultative approach to delivering the most qualified resources with the capability and experience you need – trusted and credible expertise.

Should you require additional information or clarification please feel free to contact Evelyn Speers directly at 613.234.4972 ext. [REDACTED] or via email at evelyn.speers@qmrconsulting.com.

Best Regards,

[REDACTED]

Dan Moorcroft

President/ CEO

QMR Consulting & Professional Staffing

NATIONAL CAPITAL REGION

75 Albert Street
Suite 906
Ottawa, ON
K1P 5E7

EMAIL info@qmrconsulting.com

OFFICE 613.234.4972

FAX 613.234.6654



PROPOSED TO

Kathryn McElhone

PRESENTED ON

Feb 7, 2019

Section I: Technical Proposal

PROPOSAL FOR:

Communications Specialist

Benchmarking of Regional Communications Operations

SOLICITATION NO:

Sole Source

30+

YEARS

Average Resource
Experience in Public
& Private Sectors

Top

SECRET

Personnel Cleared –
Enhanced Reliability
to Top Secret

50+

ACCREDITATIONS

Professional Credentials
CPA, CIA, CFE, PMP
MBA, MPA, AGILE

100+

COMPETENCIES

SAP S/4HANA, Freebalance
ERP, Financial & Systems
Integration

Sole Source
Communications Specialist



COMMERCIAL STATEMENT

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FACILITY CLEARANCE LEVEL & NUMBER

Top Secret Level III

File Number SSB5510-1-(11611-00)

PWGSC CONTROLLED GOODS PROGRAM

Registration Number 19395.

BID VALIDITY

This proposal is irrevocable and shall remain valid and open for acceptance for a period of **90 days** following the Submission Deadline of **Feb 7th, 2019**.

PROCUREMENT BUSINESS NUMBER

899029607 PG0001.

PROPONENT CONTACT

Evelyn Speers

Account Executive

QMR Consulting & Professional Staffing

O: 613.233.4596 ext. [REDACTED]

E: bidresponse@qmrconsulting.com

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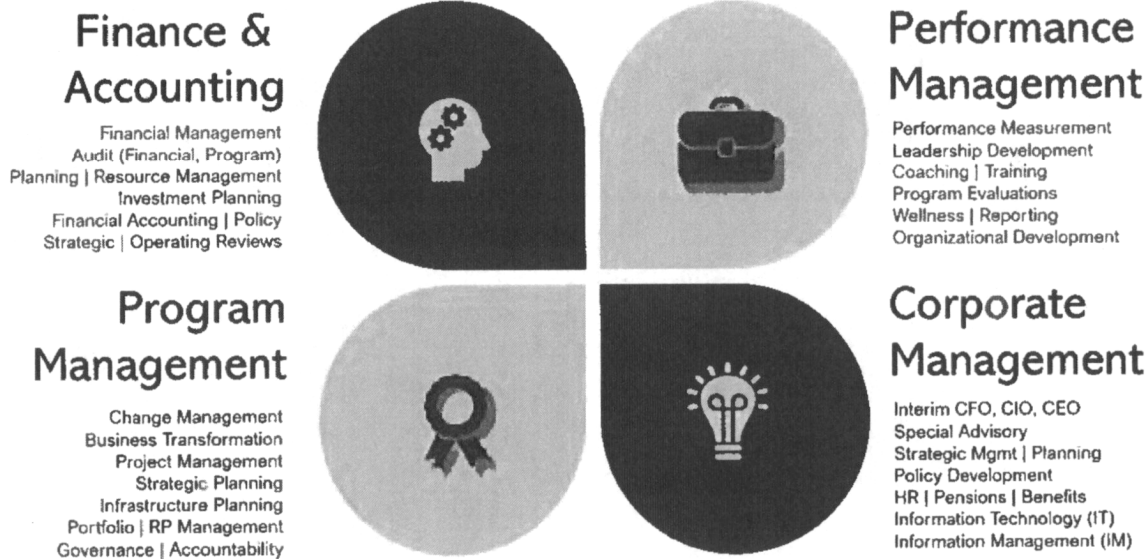


Corporate Profile

Based in Canada's National Capital Region (NCR), QMR Staffing Solutions Incorporated (operating as QMR Consulting & Professional Staffing or QMR Consulting) is a locally owned, privately-operated and Top-Secret facility-cleared boutique Management Consulting placement firm specializing in the staffing of top talent to the Canadian Federal Government.

Incorporated under the laws of Ontario, QMR Consulting's principle business is a consulting practice dedicated to providing clients with senior-level professional resources since 2003. QMR Consulting specializes in placing accredited, certified, and proven Finance & Accounting, Performance Management, Program Management and Corporate Management professionals for contract, project, solutions-based and permanent engagements.

QMR's reach includes the upper echelon of resources across all Government Classifications including all EX categories, FI, AU, PG, PE, AS, ES, PM, CO and IS.

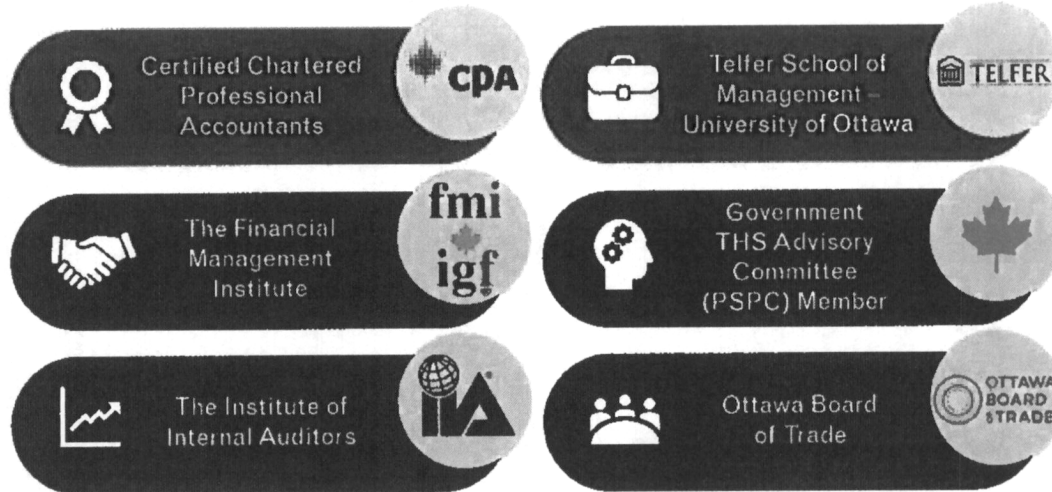


To deliver truly exceptional resources to our clients, QMR Consulting maintains numerous strategic partnerships and regularly participates, as a trusted advisor and speaker, at industry Events, Tradeshows, and Workshops, for authorities such as the Telfer School of Management (University of Ottawa), The Financial Management Institute, the Government THS Advisory Committee (PSPC), Certified Chartered Professional Accountants, The Ottawa Board of Trade, and the Institute of Internal Auditors. Being an active member of these authorities enables QMR Consulting to leverage current research, obtain valuable

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advice, access development programs, and tap into the wisdom of a thriving community that live and breathe professional staffing and Management Consulting-driven innovation.



QMR Consulting's clients and partners include a wide-range of large and small organizations in the Canadian Federal Government. Focusing on the Federal Government market has enabled our firm and our employees to gain rare and valuable experience pertaining to the unique Management Consulting challenges faced by highly regulated Top-Secret organizations. Our secondary market consists of Provincial and Municipal organizations, Crown Corporations, Not-for-Profits and larger private sector.

What follows is merely a sample of our dynamic client and partner base:



Communications Specialist SOW

Statement of Work

Benchmarking of Regional Communications Operations, Fisheries and Oceans Canada February 2019

Subject: Conduct a benchmarking exercise of regional communications operations at Fisheries and Oceans Canada, 2019.

Overall Goal:

- To conduct a high-level review of the priorities, roles, responsibilities and budgets of the DFO regional communications offices - (as well as of the regional operations of a select group of other federal departments) - in order to provide an overall assessment of their current operational and financial status and make global recommendations for possible improvements.

Key Tasks:

- Review pertinent documentation (supplied by Fisheries and Oceans) on DFO's regional offices across Canada including organizational charts, budgets, corporate plans and priorities, etc.;
- Prepare interview questions for the various parties and schedule interviews;
- **Internal:** conduct interviews with a broad range of Fisheries and Oceans personnel and communications representatives of other government departments as identified and scheduled by the client, which may include: all regional communications heads (6); all Regional Directors-General responsible for communications divisions (6); Assistant Coast Guard Commissioners (3) who rely on regional communications support, plus a mixture of other executive as deemed appropriate by the client for a maximum of **21 interviews**;
- Prepare two reports:
 - an accounting of what was said and best practices that were revealed by the research

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- o a holistic view of regional operations and how they fit into the larger DFO structure including global recommendations for moving forward

Timing

Contract will be initiated upon contract award.

COSTS

Cost breakdown (based on consulting fees of [REDACTED] + 13% HST:

- ☐ organization and review of relevant documentation provided by DFO and OGDs + possible original research [REDACTED]
- ☐ preparation of interview questions [REDACTED]
- ☐ conduct interviews: max. of 21 [REDACTED]
- ☐ meetings and discussions with clients, feedback on final documents [REDACTED]
- ☐ note transcription, follow-up research, analysis: [REDACTED]
- ☐ preparation of draft "What was said" report with departmental comparisons chart and best practices revealed in research [REDACTED]
- ☐ preparation of draft benchmarking overview of DFO regional operations and recommendations [REDACTED]

Total Estimated Cost: [REDACTED] = \$ 21,906.50
+ \$2,847.84 HST = \$ 24,754.34

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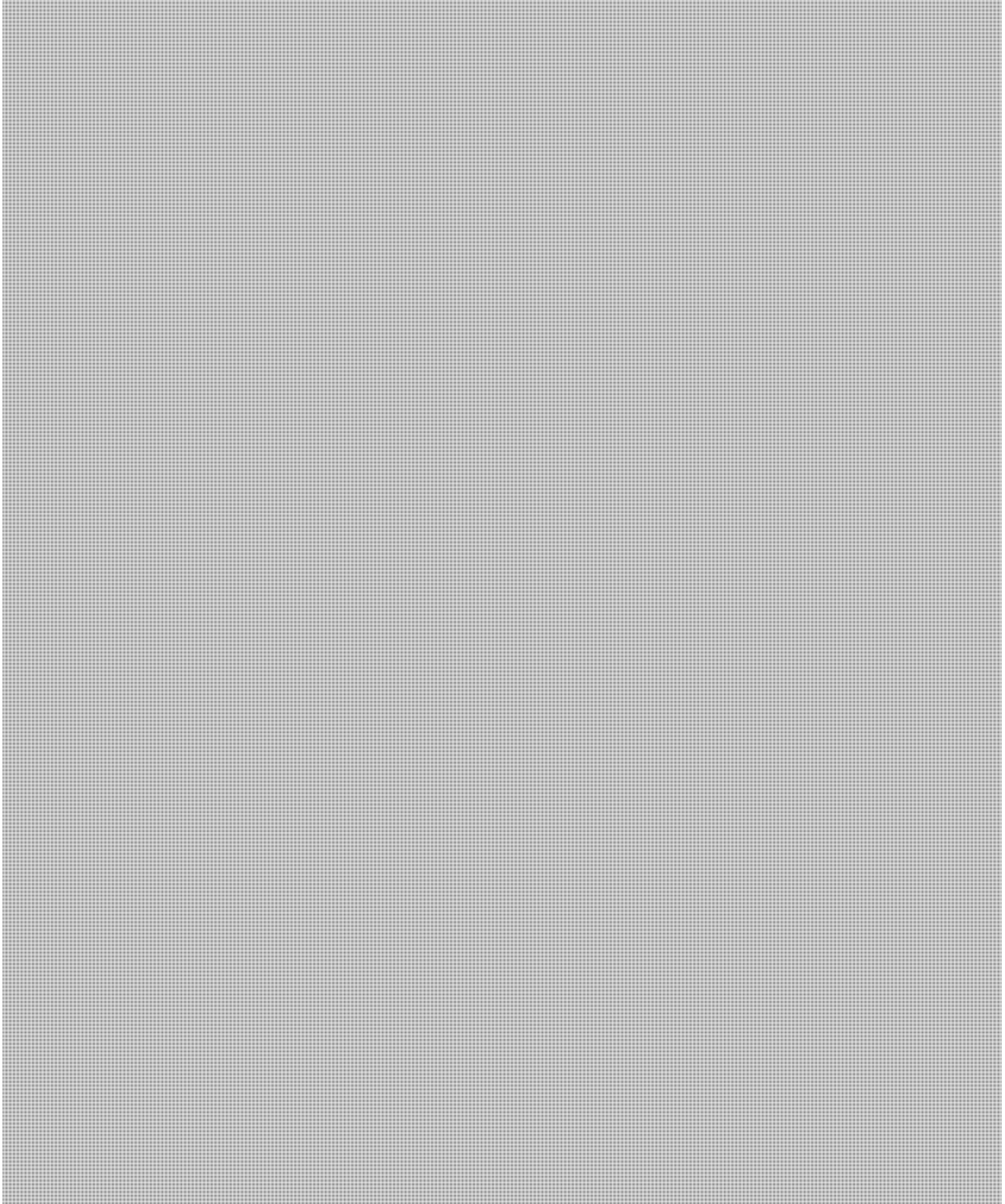
Annex A

Resource Resume

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LORI HARROP



**Pages 101 to / à 107
are withheld pursuant to section
sont retenues en vertu de l'article**

19(1)

**of the Access to Information Act
de la Loi sur l'accès à l'information**

 Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada
Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

STEPHEN LENNIE
CONTROLLER

Stephen Lennie

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Date

Feb 14/19.



Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

SAS Institute (Canada) Inc. ("SAS")
The SAS Building
280 King Street East, Suite 500
Toronto, Ontario M5A 1K7

 Canada

PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC F5211-180760		Page 1 of 19
Date of Contract - Date du contrat 13 February 2019		
Contract No. - N° du contrat F5211-180760		
Requisition No. - N° de la demande Order Office Bureau demandeur FP8877	Yr An 18	Serial No. N° de série 9979
Financial Code(s) - Code(s) financier(s) 65790-527-120-4402-91000-6		
Duty - Droits N/A		
F.O.B. - F.A.B. N/A		
Goods and Services Tax - Taxe sur les produits et services included		
Destination Fisheries and Oceans/ Pêches et Océans IM&TS 200 Kent Street 11th Floor, STN. 11S027 Ottawa ON		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca		
Address Inquiries to: Adresser toute demande de renseignements à: Roger LeBlanc - Senior Contracting Officer Roger.LeBlanc@dfo-mpo.gc.ca		
Telephone No. N° de téléphone 506-447-2596	Fascimile No. N° de télécopieur 506-452-3676	Digitally signed by LeBlanc, Roger Date: 2019.02.15 08:11:19 -04'00'
Total est. cost - Coût total est. \$19,088.00		For the Minister - Pour le Ministre LeBlanc, Roger



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Canada

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CONTRACT CLAUSES

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1.1.1 Security Clauses #2 – Access to PROTECTED A information/assets at DFO site(s)

1. The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
2. The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
4. The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services **Stream 3.9 System Administrator** for the Fisheries and Oceans Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2019 inclusive.

1.5 Authorities

1.5.1 Contracting Authority

Name: Roger LeBlanc

Fisheries and Oceans
CanadaPêches et Océans
Canada

Contract: F5211-180760

Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Dr.
Fredericton, NB
E3C 2M6

Telephone: (506) - 447-2596
Facsimile: (506) - 452-3676
E-mail address: Roger.LeBlanc@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

The Project Authority for the Contract is:

Name: Julien Tremblay
Title: Manager, Corporate Solutions
Organization: Fisheries and Oceans Canada
Address: 200 Kent Street
Ottawa, Ont. K1A 0E6
Canada

Telephone : 613-608-2605
E-mail address: Julien.Tremblay@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Name: Claire Letourneau
Title: Senior Engagement Manager
Organization: SAS Institute (Canada) Inc. ("SAS")
Address: The SAS Building
280 King Street East, Suite 500
Toronto, Ontario M5A 1K7

Telephone: 416-363-4424
E-mail address: [REDACTED]

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



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1.7 Payment

1.7.1 Cost reimbursable – Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$19,088. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.8 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.9 Accounts and Audit

- 1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.



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- 4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

- 1.10.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the monthly progress report.

- 1.10.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

- 1.10.3 Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

CC: AP Coder: Chanthaphet Tchen

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



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1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of the Supply Arrangement;
- (b) 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-180025/106/ZT; and
- (g) the Contractor's bid received on December 13, 2018.

1.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

1.17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any



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part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.



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4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



Annex "A" – Statement of Work

Title: Installation of SAS CPM Standard v8.3 on SAS 9.4 m6

1.0 Introduction and Strategic Objectives

Department of Fisheries and Oceans Canada ("DFO") Real Property and Environmental Management ("RPEM") must become compliant with Treasury Board of Canada Secretariat ("TBS") reporting requirements. To accomplish this, RPEM has purchased, and is requesting the installation of SAS Cost and Profitability Management ("CPM") 8.1 on a DFO provided environment, which will play a key role in RPEM achieving its strategic objectives to:

- Determine the full cost of Real Property space provided to Program Alignment Architecture programs and sub-programs;
- Determine the full cost of operating RPEM's portfolio of assets and providing services to clients;
- Develop financial forecasts and reports that align and support the performance measurement strategy;
- Support RPEM's management in making evidence based operational and strategic decisions relating to assets and service delivery, and for allocating financial resources;
- Support the development of performance metrics for the TBS Internal Service Performance Indicators;
- Demonstrate sound stewardship over departmental RPEM real property assets;
- Improve the overall sustainability of the delivery of the RPEM asset portfolio; and
- Enhance RPEM's financial and operational planning, forecasting and reporting capabilities by improving the timeliness, quality and accuracy of its financial analysis.
- Establish a contract to acquire Professional Services of a System Administrator, Intermediate level to document, configure and install SAS CPM 8.3 software on a DFO provided environment.

1.1 In Scope

SAS will provide the following Services for the installation of SAS CPM Standard v8.3 on SAS 9.4 m6 in one DFO environment:

1. **Architecture, Planning and Installation Prep:** This phase will include working with DFO to review high-level requirements, timeline, logistics, etc., confirm architecture and finalize deployment requirements.
2. **Installation and Configuration:** Base installation and configuration of CPM 8.3 on SAS 9.4 m6
3. **Documentation and Knowledge Transfer:** This phase will consist of knowledge transfer on key components and documenting the installation (Build book) for SAS CPM.
4. **Post Go-Live Support:** SAS will provide up to 7.5 scheduled hours of support before September 30, 2019 inclusive.

SAS 9.4 Deployment

- SAS Professional Services will perform one new installation of CPM on SAS 9.4 m6 in one DFO environment.
- The environment will consist of three servers running Windows Server 2012 or 2016, no pre-existing deployment of SAS software on these servers
- All server environments and desktop machines to be installed will be compliant with SAS 9.4 m6 and SAS CPM 8.3 system requirements, and EEC sizing recommendations
- There will be no pre-existing SAS software deployment on the servers for this installation



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- Contractor will install SAS 9.4 m6 and CPM 8.3 desktop client software on 1 Windows 7/8/10 machine, limited to client applications licensed.
- Contractor will document client installation procedures
- DFO is responsible for installation of client software on any additional desktop client machines
- All server environments and desktop machines to be installed will be compliant with SAS 9.4 m6 system requirements, and EEC sizing recommendations
- SAS CPM will be configured for standard host-based authentication
- Contractor will enable TLS to secure communications between the SAS Web Server and clients (e.g. browsers), and communications between the SAS servers, if DFO provides CA- signed certificates and keys prior to SAS installation
- Environment will be deployed with standard, out-of-box 9.4 m6 configuration. No customization
- Contractor will perform standard validation of the deployed SAS environment
- 3 standard access engine(s) will be installed:
 - SAS/ACCESS to PC Files
 - SAS/ACCESS to Postgres
 - SAS/ACCESS to ODBC or SAS/ACCESS to Oracle
 - No SAS/Access to Hadoop or SAS Embedded Process
- Contractor will provide up to 7.5 hours of post-handover support

1.2 Out of Scope

Anything not explicitly stated above as included in scope is out of scope and not included in the Services. For greater clarity the following items are specifically out of scope:

- SAS Education courses or formal training
- Installation of any additional products
- Installation of new SAS environment
- Any SAS platform administration unrelated to this deployment
- Any performance tuning or optimization
- SAS solution implementation/customization effort
- Configuration effort for HA/clustering, Single Sign-On, or IWA
- Migration of any SAS content
- Data integration / ETL, data quality, report, and job schedule development
- Design and/or implementation of any security model
- Installation, design, implementation, or support for Kerberos, High Availability (HA), Disaster Recovery (DR) Strategy, or any DR activity
- Formal user training
- Support for DFO testing (SIT, UAT, etc.)
- DFO mentoring

1.3 Roles and Responsibilities

Work Tasks	Contractor Responsibilities	DFO Responsibilities
Governance	<ul style="list-style-type: none"> • Provide a Project Control Officer (PCO) for invoice, financial and time report coordination 	<ul style="list-style-type: none"> • Provide a single point-of-contact as the Project Manager for project governance functions including status reporting, issues/risk management, change requests, etc.



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Architecture, Planning, Install Preparation	<ul style="list-style-type: none"> • Execute Project kickoff • Review high-level requirements, timeline, logistics, etc. • Confirm architecture and finalize deployment requirements; documentation • Review architecture, existing solutions/products, and assess impacts. • Create installation plan, pre-install checklist, and review with DFO • Infrastructure Build Support 	<ul style="list-style-type: none"> • Confirm logistics readiness prior to consultant starting work • Hardware setup and connectivity including any 3rd party tools configuration as per pre-requirements checklist • Confirm provisioning and readiness of environment prior to Contractor starting work • Provide Contractor consultant root access on server • Provide architecture assets as requested • Implement architecture changes, as needed • Assist with upgrade plan
Installation and Configuration	<ul style="list-style-type: none"> • Base install and configure of CPM 8.3 on SAS 9.4 m6 • Configure access engine connections <ul style="list-style-type: none"> ◦ SAS/ACCESS to SQL ◦ SAS/ACCESS to ODBC ◦ SAS/ACCESS to PC Files • Install 9.4 clients on 1 desktop 	<ul style="list-style-type: none"> • Have resources available to troubleshoot any system issues not related to SAS products including but not limited to network, 3rd party tools, server, security (users, roles, certificates, etc.), infrastructure, etc. • Validate installation of 9.4 desktop client • For any required SAS/ACCESS connections, DFO will install and configure required database client software, and validate server connectivity prior to SAS installation
Documentation and Knowledge Transfer	<ul style="list-style-type: none"> • Prepare installation build book • 1 session (Plus preparation) where Contractor walks through the installation report and the software build book 	<ul style="list-style-type: none"> • Make available technical resources to attend Knowledge Transfer session
Testing Support	<ul style="list-style-type: none"> • Provide Post Go-Live Support 	<ul style="list-style-type: none"> • Schedule the 7.5 hours allocated for support 2 weeks ahead of time.

1.4 Assumptions

The following scoping assumptions will be agreed upon with DFO prior to the onset of any these services. Modification of these assumptions will impact Contractor's labor effort, staffing, and implementation timelines.



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1. Contractor to install CPM Standard v8.3 on SAS 9.4 m6 in one environment
2. DFO is responsible for provisioning and admin of all environments
 - DFO must ensure that the technical and database infrastructure is in compliance with the minimum requirements of the SAS offerings being deployed
 - All infrastructure, including hardware, network, operating system, databases, and third-party software, are the DFO's responsibility to provision and manage
3. DFO will complete all SAS installation prerequisites
4. Contractor will perform installation work with direct access to the system and no DFO shadowing, i.e. SAS performing install/maintenance work heads-down with hands-to-keyboard.
5. Installation work by Contractor can be performed remotely. DFO to provide VPN access
6. SAS installation/update work will be performed during business hours
7. Any work outside of standard business hours will incur additional costs
8. DFO is responsible for all SAS platform administration after environment handover
9. Any services required to implement or extend any SAS solution(s) in accordance with the DFO's specific requirements are not included in the installations services price.
10. For any required SAS/ACCESS connections, DFO will install and configure required database client software, and validate server connectivity prior to SAS installation

2.0 Specifications and Standards

The work will be measured the following way:

- Contractor will install SAS CPM Standard on Azure cloud
- Contractor will test SAS CPM client (1) connectivity to cloud

2.1 Technical, Operational and Organizational Environment

The technical architecture will be done considering install will be done on Azure.

2.2 Reporting Requirements

Contractor will provide a weekly update on status or when requested.

2.2 Project Management Control Procedures

DFO will use the standard project management control procedures as defined by the DFO project management office.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

DFO will, at no cost to Contractor:

- make available facilities and equipment required for Contractor to perform the Services, to the extent all or a part of the Services are to be performed on DFO's site;
- provide accurate information and access to DFO personnel that are required in order for Contractor to perform the Services;
- review any Work Product according to the requirements of this Contract;
- back-up all systems containing data or software to which Contractor will have access when performing the Services;



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- implement reasonable measures to prevent Contractor's inadvertent access to any confidential computer records or data not necessary for Contractor's performance of the Services; and

Any delayed performance of these responsibilities by DFO may result in delays to Contractor's performance of the Services for which Contractor will not be liable.

3.2 Location of Work, Work site and Delivery Point

The work will be conducted remotely by VPN. DFO will provide the contractor with VPN access in order to affect the work. DFO will provide a point of contact who will also oversee the remote work sessions. Remote work requirements will be DFO's responsibility and project schedule will be done accordingly.

3.3 Language of Work

No translation is required. All work will be performed in English.

3.4 Special Requirements

The Contractor will not be given access to sensitive information.

3.5 Ownership of Work and DFO Materials

Notwithstanding anything else to the contrary in the Contract, ownership of the Work, including any intellectual property embodied therein, and any techniques, skills, concepts or know-how that are utilized or developed while performing the services under this Contract remains with Contractor. "Work" means any documentation, computer code or other materials delivered by Contractor in connection with the services under this Contract. Contractor grants DFO a non-exclusive, non-transferable, non-assignable, royalty-free license to use the Work subject to the following. DFO may use the Work only with the SAS software to which such Work relates and only for as long as DFO maintains a license for such SAS software. Additionally, DFO's use of the Work must be consistent with the scope of DFO's Software license under the MLA and applicable Software Supplement. However, if the Work is not computer code or documentation relating to a particular Software license (by way of example, and not by way of limitation, a report delivered as a result of a proof of concept), DFO's use of such Work is limited to DFO's internal purposes.

Ownership of the DFO Materials, including any intellectual property embodied therein, remains with DFO or its applicable licensor. "DFO Materials" means materials, including, but not limited to data, computer code or software, that DFO provides to Contractor or directs Contractor to obtain in connection with Contractor's performance of services under this Contract. DFO Materials will not be deemed to be a Work even though they may be delivered with the Work. DFO grants Contractor a non-exclusive, non-transferable, royalty-free license, or, as applicable, right to use the DFO Materials solely to perform the services under this Contract.

4.0 Project Schedule

4.1 Contract Period

The completion date of this project is scheduled for September 30, 2019.

5.0 Required Resources or Types of Roles to be performed

Resource
Project Coordinator
Platform Engineer



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6.0 Relevant Terms, Acronyms and Glossaries

CPM	Cost and Profitability Management
DFO	Department of Fisheries and Ocean Canada
RP	Real Property
RPEM	Real Property and Environmental Management
TBS	Treasury Board Secretariat



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ANNEX "B" BASIS OF PAYMENT

1.0 Estimated Fees; Invoicing

Contractor will invoice DFO monthly for the Services performed. The fees under this Contract are estimated as follows:

Task	Description	Resource	Hourly Rate	Estimated Hours	Estimated Total
Project Governance	Project Control Officer	Project Coordinator			\$800
Architecture, Planning, Install preparation	- Project Initiation - Install, Prep, Pre-Install - Checklist and review Infrastructure build support	Platform Engineer			\$2,736
Install and configure	- Install SAS platform and base configure - Configure access engine connections - Install 9.4 clients on 1 desktop	Platform Engineer			\$10,800
Documentation and Knowledge Transfer	- Build book for install - Knowledge Transfer Session	Platform Engineer			\$2,592
Support	-Post Go-Live Support	Platform Engineer			\$2,160
Estimated Total (excluding tax)					\$19,088
Tax (HST 13%)					\$2,481.44
Estimated total (including tax)					\$21,569.44



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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



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Contract Number / Numéro du contrat F5211-180760
Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans	2. Branch or Directorate / Direction générale ou Direction INMIS / FMCS
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail In exchange for Customer paying the charges and any applicable taxes arising under this Agreement, SAS agrees to provide (a) the services described in Section 3.1 (Time and Materials Services) below ("Services") related to Customer's use of SAS software licensed under a separate Master License Agreement ("MLA") and applicable Software Supplement ("Software") and (b) a license as described in Section 4.1 (Work Product Ownership and License Grant) below in relation to any documentation, computer code or other materials delivered by SAS in connection with the Services (collectively, "Work Product").	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	
TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET <input type="checkbox"/>
	TOP SECRET <input type="checkbox"/>
	TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes
Non ☐ Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document: ☒ No ☐ Yes
Non ☐ Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?
☒ No ☐ Yes
Non ☐ Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
☒ No ☐ Yes
Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?
☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?
☒ No ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
☒ No ☐ Yes
Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?
☒ No ☐ Yes
Non ☐ Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTES	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien Electronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Julien Tremblay		Title - Titre Manager	
Signature <i>Julien Tremblay</i>		Date 12/19/18	
Telephone No. - N° de téléphone 613-608-2805	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel julien.tremblay@dfo-mpo.gc.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Christian Guay		Title - Titre Security Officer	
Signature <i>Christian Guay</i>		Date 2018.12.27 08:25:36 -0500	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel guay, christian	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Roger LeBlanc		Title - Titre Senior Contracting Officer	
Signature <i>Roger LeBlanc</i>		Date 22 Jan 19	
Telephone No. - N° de téléphone 506-447-2596	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	

APPENDIX A - DFO SECURITY CLAUSES

Security Clauses #2 - Access to PROTECTED A information/assets at DFO site(s)

ANNEX A

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.

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Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

Marc Valois, Treasurer

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

Date

15-Feb-2019

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Intersol Group Limited
205 Catherine St. Suite 300
Ottawa, ON
K2P 1C3
E-mail: mvalois@intersol.ca

Canada

PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC F5211-180681		Page 1 of 11
Date of Contract - Date du contrat 2019-02-14		
Contract No. - N° du contrat F5211-180681		
Requisition No. - N° de la demande Order Office Bureau demandeur FP894	Yr An 18	Serial No. N° de série 036
Financial Code(s) - Code(s) financier(s) 6H310-321-120-4403-8P210-6		
Duty - Droits included		
F.O.B. - F.A.B. destination		
Goods and Services Tax - Taxe sur les produits et services excluded		
Destination Fisheries and Oceans Canada 200 Kent St. Ottawa, ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO invoicing-facturation.MPO@canada.ca CC.Yvon.Duhaime@dfo-mpo.gc.ca		
Address inquiries to: Adresser toute demande de renseignements à: Jean-Pierre devink Procurement officer		
Telephone No. N° de téléphone 506-478-3850	Facsimile No. N° de télécopieur 506-452-3676	
Total est. cost - Coût total est. \$5,775.00		Digitally signed by Laking, Cai Date: 2019.02.18 13:18:03 -04'00'



Fisheries and Oceans
Canada

Pêches et Océans
Canada

File No. - N° du dossier
F5211-180681

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1 Security Requirements

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

2 Statement of Work

This Contract is being issued for the requirement of Professional Services **9.15 facilitation services – senior for the department of Fisheries and Oceans Canada** under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The Work is to be performed from contract award to March 31st 2019.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Name: Jean-Pierre deVink
Title: Procurement Officer
Fisheries and Oceans Canada
Directorate: Material and Procurement Services



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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Address: 301 Bishop Drive
Fredericton NB
E3C 2M6
Telephone: 506-478-3850
Facsimile: 506-452-3676
E-mail address: jean-pierre.devink@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

Department Name and Address

Contact Name: Athena Tzivanopoulos
Address: 200 Kent St.
Ottawa, ON
K1A 0E6
Telephone: (613) 716-7711
E-mail address: Athena.tzivanopoulos@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Contact Name: Marc Valois
Address: 205 Catherine St. Suite 300
Ottawa, ON
K2P 1C3
Telephone: 613-230-6424
Facsimile: 613-567-1504
E-mail address: mvalois@intersol.ca

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7 Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ 5,775.00. Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price



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8 Method of Payment – Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

10 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The original must be forwarded to the address shown below for certification and payment.

Email: DFO.invoicing-facturation.MPO@canada.ca
CC: Yvon.Duhaime@dfo-mpo.gc.ca

11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010B (2018-06-21) General Conditions - Professional Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Supply Arrangement Number E60ZT-120028/133/ZT; and
- (f) the Contractor's bid dated November 30th 2018, as confirmed on February 7th 2019.

15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

16 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority



does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

17 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

18 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages



and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



ANNEX "A" STATEMENT OF WORK

Establishing MEQ Measures National Workshop

1 Introduction

The Marine Environmental Quality (MEQ) program from Fisheries and Oceans will hold a National Workshop in Ottawa on February 19, 20 and 21, 2019. MEQ program managers and analysts from all regions and partner sectors and departments from headquarters will meet to discuss and plan priority program activities, including the management of underwater ocean noise in marine ecosystems.

2 Objectives of the Requirement

1. To obtain professional support and advice in workshop design (including annotated agenda preparation) and two days of facilitation to ensure the efficient and effective functioning of the event and that the face-to-face workshop objectives are achieved.
2. To allow the workshop organizers (MEQ team) to actively participate in the discussions and direct the processes in plenary activities to stimulate useful discussion and keep participants engaged.
3. To provide a succinct analysis of the highlights, gaps and next steps after each discussion and activity.

3 Background, Assumptions and Specific Scope of the Requirement

The MEQ National Headquarters team of Oceans Management is convening a face-to-face workshop in the National Capital Region with MEQ program managers and analysts from all regions and partner sectors and departments from headquarters to advance work on a national strategy on ocean noise and to discuss next steps for proposed potential management measures to mitigate oceans noise and other stressors.

To achieve these objectives and specific outcomes, internal and external subject matter experts will be asked to present on relevant technical analyses and to provide expertise related to guidelines development and regulatory processes. This will be followed by a planning exercise to map federal activities on noise and plenary discussions on coordination, addressing gaps and setting a path forward.

The MEQ team requires a senior facilitator with experience coordinating strategic planning discussions involving complex technical and policy issues to provide assistance with the design and facilitation of the meeting, including plenary discussions and potentially breakout sessions.

4 Tasks, Activities, Deliverables and Milestones

As part of this work, the contractor will:

1. Meet with MEQ staff in person to discuss the design of the workshop and the implementation of the workshop and to familiarize with available technology to achieve the desired objectives
2. Submit a draft annotated agenda to the project authority (for comment) and meet with MEQ staff (in person or via teleconference) to discuss this document and to finalize planning for the workshop
3. Provide a final annotated agenda that addresses comments by the Project Authority
4. Facilitate progression of the workshop through the agenda by introducing agenda items, managing the discussions, identifying issues and challenges where appropriate, and summarizing key points, decisions and next steps



5 Specifications and Standards

All project deliverables will be submitted to the Project Authority wherein they will be assessed and deemed complete at the discretion of the Project Authority. It is required that all documents and proprietary information be kept confidential.

6 Technical, Operational and Organizational Environment

The annotated agenda will be submitted in Microsoft Word.

7 Method and Source of Acceptance

The quality of the material will be assessed and deemed complete at the discretion of the Project Authority.

8 Project Management Control Procedures

For each Task detailed in Section 4, the Project Authority shall:

- 1) receive the deliverable from the contractor
- 2) review the content and quality of the deliverable
- 3) request revisions on the deliverable (within reason and only if necessary)
- 4) accept the deliverable
- 5) payment for the deliverable will be released upon invoicing.

9 Location of Work, Work site and Delivery Point

The workshop will take place at the Impact Hub Ottawa (123 Slater Street) and the preparation meetings will take place at Fisheries and Oceans building at 200 Kent in Ottawa or via teleconference.

10 Language of Work

The annotated agenda will be in English. Facilitation will be in both French and English



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Canada

Pêches et Océans
Canada

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11 Project Schedule

DELIVERABLES	DETAILS	DATES
Kickoff meeting	Meet with MEQ staff in person to discuss the design of the workshop and the implementation of the workshop and to familiarise with available technology to achieve the desired objectives.	Week of February 18 th 2019
Complete draft annotated agenda and participate in follow-up meeting	Submit a draft annotated agenda to the project authority (for comment) and meet with MEQ staff (in person or via teleconference) to discuss this document and to finalize planning for the workshop.	February 19 th
Finalize annotated agenda	Provide a final annotated agenda based on previous discussions and comments to be submitted to the Project Authority	February 19 th 2019
Facilitation of the workshop	Facilitate progression through the agenda by introducing agenda items, managing the discussions, identifying issues and challenges where appropriate, and summarizing key points, decisions and next steps.	February 19-20 2019

Role	Expertise/minimum requirement
<ul style="list-style-type: none"> Facilitation and support the design and preparation of the workshop addressing the objectives stated in the statement of work 	<p><i>The Contractor must</i></p> <ul style="list-style-type: none"> Be fluently bilingual Have experience facilitating technical workshops with federal departments ideally with the Department of Fisheries and Oceans



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ANNEX "B" BASIS OF PAYMENT

			Contract Period (Award to March 31, 2019)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Firm All-inclusive Project Cost to deliver the work in accordance with Annex A – Statement of Work
9.15 Facilitation Services	Senior	Marc Valois	\$ 5,775.00
Total Estimated Contract Cost: (Exclusive of taxes)			<u>\$ 5,775.00</u>

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
Procurement Hub - Fredericton
301 Bishop Drive
Fredericton, NB E3C 2M6

Email: cathi.harris@dfo-mpo.gc.ca

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

Jennifer Barker
As Gov Program Mgr

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

Date 18/19

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Softchoice Corporation
116 Albert Street
Suite 201
Ottawa, ON K1P 5G3
Cobey.Haskins@softchoice.com

Canada

PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC F5211-180752	Page 1 of 18
Date of Contract - Date du contrat 2019-02-15	
Contract No. - N° du contrat F5211-180752	
Requisition No. - N° de la demande Order Office Bureau demandeur FP877	Yr An 18
	Serial No. N° de série 9985
Financial Code(s) - Code(s) financier(s) 657B0-527-120-4802-91000-6	
Duty - Droits	
F.O.B. - F.A.B.	
Goods and Services Tax - Taxe sur les produits et services Extra	
Destination	
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: See herein	
Address inquiries to: Adresser toute demande de renseignements à: Cathi Harris, Senior Contracting Officer cathi.harris@dfo-mpo.gc.ca	
Telephone No. N° de téléphone 506-238-1317	Facsimile No. N° de télécopieur 506-452-3676
Total est. cost - Coût total est. \$22,040.00	For the Minister - Pour le Ministre Digitally signed by Cathi Harris Date: 2019.02.18 13:25:38 -04'00'

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

Security Clauses #2 – Access to PROTECTED A information/assets at DFO site(s)

ANNEX A

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of Fisheries and Oceans Canada (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract or arrangement and any security attachment.

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services Lync Upgrade to Skype for Business for Fisheries and Oceans Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

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6.4.2 Supplemental General Conditions

4002 (2010-08-06), Software Development or Modification Services, apply to and form part of the Contract.

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

4009 (2013-06-27), Professional Services – Medium Complexity, apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019 inclusive.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:
Procurement Hub – Fredericton
301 Bishop Drive
Fredericton NB E3C 2M6

Contact Name: Cathi Harris
Telephone: 506-238-1317
Facsimile: 506-452-3676
E-mail address: Cathi.Harris@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Project Authority

Department Name and Address:
Fisheries Management and Corporate Solutions
200 Kent Street
Ottawa, ON K1A 0E6

Contact Name: Julien Tremblay
Telephone: 613-608-2605
E-mail address: Julien.Tremblay@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

Contact Name: Cobey Haskins
Telephone: 613-794-9804
E-mail address: Cobey.Haskins@softchoice.com

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6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment – Firm Time Rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$22,040.00. Customs duties are included and Applicable Taxes are extra.

Applicable Taxes:

Estimated Cost: \$2,865.20

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.8.3 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

6.9 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.10 Electronic Payment of Invoices

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

6.11 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this

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time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.11 Time Verification

SACC Manual Clause C0711C (2008-05-22), Time Verification

6.12 Invoicing Instructions

6.12.1 The Contractor must submit invoices in accordance with subsection 6.3.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the required reports.

6.12.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca and provides the required information as stated in subsection 6.12.1 above.

6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly,

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Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4009 (2013-06-27), Professional Services – Medium Complexity;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180026/168/ZT; and
- (i) the Contractor's bid dated 05-Nov-2018.

6.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

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6.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.20 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

6.21 Limitation of Liability – Information management/Information Technology

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

b. First Party Liability:

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential

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damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

6.22 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

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2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A"

STATEMENT OF WORK

1.0 Scope

1.1 Title

Skype for business Upgrade

1.2 Introduction

DFO currently has an on premise Lync 2010 solution that supports approximately 11,000 end users for instant messaging, presence and integration with their on premise Exchange solution for unified messaging. The client would like to have the Lync 2010 environment upgraded to Skype for Business (focus on peer-to-peer capabilities while maintaining the current workloads and functionality).

1.3 Objectives of the Requirement

DFO has a requirement to upgrade our current environment to the new Skype for business 2015. We require this to be completed before the end of December due to the windows 2016 migration.

1.4 Background, Assumptions and Specific Scope of the Requirement

Background

As stated above, DFO was provided the Lync 2010 architecture by SSC and have no knowledge of the installation and configuration of Skype for business, which is why we now need to ensure the servers are upgraded properly.

Assumptions

- Will work be done during operational hours.
- No overtime required for implementation for contractors.
- DFO will handle approvals when DFO approvals are required
- DFO will handle SSC issues if there are any.

Scope of the Requirement

- Perform a discovery exercise of the current Lync 2010 environment
- Perform a design exercise for the new Skype for business environment.
- Configure the new Skype for business 2015 environment.
- Help implement the Skype for business 2015
- Help testing for Skype for business 2015
- Perform knowledge transfer to Corporate team

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Tasks

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Activities

1. Discovery
2. Design
3. Staging and configuration
4. Implementation
5. Testing
6. Knowledge transfer

Deliverables

1. Skype for Business Design Workshop(s)
2. Lync Server Discovery Documentation
3. High-level Skype for Business Design Document
4. Implementation Skype for Business Server 2015 into the DFO environment
5. Migration of Lync Server 2010 workloads into Skype for Business Server 2015
6. Migration of all remaining users from Lync 2010 environment to Skype for Business.
7. As-configured documentation.
8. Findings and Recommendations document for Skype for Business Server to redeem DPS vouchers

Milestones

1. Discovery exercise completed.
2. Design document completed.
3. SSC servers provided
4. Skype for business 2015 installed on new production servers
5. Clients transferred to Skype for business 2015.

2.2 Specifications and Standards

The work will be measured based on the project management files created and deadlines to reach.

2.3 Technical, Operational and Organizational Environment

Part of the work is to be performed on the 8 Lync servers that are currently hosting Lync 2010, the other part will be performed on the new environment provided by SSC. Technical information to be provided later.

2.4 Method and Source of Acceptance

All work will be reviewed by the project manager for DFO, Julien Tremblay.

2.5 Reporting Requirements

Reports will be done on a weekly basis to the DFO project manager.

2.6 Project Management Control Procedures

This project will be managed between the project manager for DFO : Julien Tremblay, The project authority: Claude Gallant and the company.

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2.7 Change Management Procedures

The process of change management will be handled through the standard project steps at DFO and will be handled between DFO and the company.

2.8 Ownership of Intellectual Property

This is a Microsoft application, the Crown has no intellectual property on the software.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Obligations

- access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- access to a staff member who will be available to coordinate activities
- provide comments on draft reports within five (5 working days)
- provide other assistance or support.

3.2 Contractor's Obligations

Title to the equipment/furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

3.3 Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.4 Language of Work

The language will be in English.

3.6 Security Requirements

It is a condition that, prior to performance of any obligation under any contract resulting from this RFP, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the Reliability level.

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3.7 Travel and Living

There is no travel planned for the project.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 3 months commencing on date of award. The expected completion date of this project is March 31st 2019.

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

1 Discovery

- 1.1 o Project kickoff meeting,
- 1.2 o Review Client's goals, objectives, desired outcomes,
- 1.3 o Capture Clients business and technical requirements related to Skype for Business,
- o Perform workshops with the project team to highlight required configurations for Skype for
- 1.4 Business.
- o Conduct a discovery / audit of current on premise Lync configuration(s) and general AD health.
- Requirement Gathering (Pre-Engagement Questionnaire, Engagement Findings and
- 1.5 Recommendations dependent)

2 Design

- 2.1 o Creation of a Skype for Business architectural design based on discovery findings and
- 2.2 business/technical; requirements,
- 2.3 o Determine Roles & Responsibilities,
- 2.4 o Discuss implementation/migration schedules,
- 2.5 o Review of any iterative feedback/user satisfaction surveys,
- 2.6 o Softchoice and Client review of Skype for Business Design Document(s),
- 2.7 o Review Lync 2010 decommissioning process and responsibilities,
- 2.8 o Prepare & sign-off Design Document(s).

3 Staging and Configuration

- 3.1 o Prepare servers, storage, share folder(s),
- o Install Back End Database Servers and setup new SQL instance as per the approved Design
- 3.2 considerations for SQL Server,
- 3.3 o Prepare the environment for Skype for Business
- o Install Skype for Business Front End Enterprise Edition Server(s) Role(s), instance created for
- 3.4 Skype for Business
- 3.5 o Install a new Office Online Server(s) as per the approved design document ,
- 3.6 o Install Persistent Chat Server Role(s) as per the approved design document,
- 3.7 o Install Skype for Business Edge Server Role(s)
- 3.8 o Prepare External Certificates relating to Skype for Business
- 3.9 o Install Reverse Proxy Server / Services as per the approved design document

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4 Implementation

- 4.1 o Based on the agreed upon design, Softchoice will conduct the following implementation tasks:
- 4.2 o Skype for Business configuration as per the approved and signed off design document,
- 4.3 o Integration of Microsoft Exchange Unified Messaging into the Skype for Business environment to use existing functionality configured within Microsoft Exchange,
- 4.4 o Implement AD Group Policy settings for QoS. (Skype Application, Server Level, Workstation, Networks)
- 4.5 o Migrate external services from Lync 2010 to Skype for Business Edge Server(s)

5 Testing

- o Validate Skype for Business features using the supplied test plan within the Skype for Business design document
- o Move five (5) pilot users from the Lync 2010 environment to the Skype for Business environment to perform User Acceptance Testing (UAT)

6 Knowledge Transfer

- o Completion and delivery of the Skype for Business environment within an "As-Configured" Document.
- o Conduct two (2) hour IT admin and knowledge transfer session.

7 Migration and Cutover

- o Stage and prepare for Lync 2010 removal, AD cleanup, and decommissioning of server roles.
- o Move remaining users from Lync 2010 to Skype for Business.
- o Move all remaining Lync 2010 services to Skype for Business

5.0 Required Resources or Types of Roles to be Performed

Proposed resource is one System Analyst capable of performing all duties

6.0 Applicable Documents and Glossary

6.1 Applicable Documents

Attached is the Proposed Sow by Soft choice.

6.2 Relevant Terms, Acronyms and Glossaries

No glossary provided.

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ANNEX "B"

BASIS OF PAYMENT

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- travel between the successful bidder's place of business and the NCR; and
- the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	Period	All-inclusive fixed Per-Diem Rate
		A
1	AWARD to 31 March 2019	
1a	3.11 Technology Architect, Level 2 Name: Brahim Harchane	

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization Ministère du organisme gouvernemental d'origine Fisheries & Oceans		2. Branch or Directorate / Direction générale ou Direction IM&TS/Application Competency Centre	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail The client would like to have the Lync 2010 environment upgraded to Skype for Business 2015.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/> NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays	
		No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays	
7. c) Level of Information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	
		PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

T83/0CT 300-103 (2004/12)

Security Classification / Classification de sécurité Reliability

Canada

Solicitation No. - N° de l'invitation
F5211-180752
Client Ref. No. - N° de réf. du client
FP877-189985

Amd. No. - N° de la modif.
File No. - N° du dossier
F5211-180752

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A - CONTINGENT / PARTIE A - CONTINGENT	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité.	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

TBS/SC 360-103 (2004/12)

Security Classification / Classification de sécurité Reliability

Canada

Solicitation No. - N° de l'invitation
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TABLE RÉCAPITULATIVE - PARTIE 1 (Suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COMSEC Top Secret COMSEC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par le présent LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No ☐ Yes

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité ».


12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No ☐ Yes

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SC 350-103 (2004/13)

Security Classification / Classification de sécurité Reliability

Canada

 Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

CCI LEADERSHIP INSTITUTE
A. Molino, SENIOR PARTNER

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

Date

A. Molino
Feb 19/19

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

The CCI Leadership Institute

PWGSC File No. - N° de référence des TPSGC F5211-180758		Page 1 of 16
Date of Contract - Date du contrat 18 February 2019		
Contract No. - N° du contrat F5211-180758		
Requisition No. - N° de la demande Order Office Bureau demandeur FP877	Yr An 18	Serial No. N° de série 0018
Financial Code(s) - Code(s) financier(s) 65790-527-120-4403-9100-6		
Duty - Droits N/A		
F.O.B. - F.A.B. N/A		
Goods and Services Tax - Taxe sur les produits et services Included		
Destination Fisheries and Oceans/ Pêches et Océans IM&TS 200 Kent Street 11 th Floor, STN. 11S027 Ottawa ON		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca		
Address Inquiries to: Adresser toute demande de renseignements à: Roger LeBlanc - Senior Contracting Officer Roger.LeBlanc@dfo-mpo.gc.ca		
Telephone No. N° de téléphone 506-447-2596	Facsimile No. N° de télécopieur 506-452-3676	
Total est. cost - Coût total est. \$11,250.00		For the Minister - Pour le Ministre <i>A. Molino</i> 19 Feb 2019

PWGSC-TPSGC 9400-10 (02/97)

Canada



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract: F5211-180758

CONTRACT CLAUSES

1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1.1.1 Security Clauses #3 – Access to PROTECTED B Information/assets at DFO site(s)

1. The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
2. The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
4. The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services **Stream 8.7 Senior Leadership Consultant** for the **Fisheries and Oceans Canada** under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B(2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.3.2 Supplemental General Conditions

4009 (2013-06-27) Supplemental General Conditions apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2019 inclusive.

1.5 Authorities

1.5.1 Contracting Authority

Fisheries and Oceans
CanadaPêches et Océans
Canada

Contract: F5211-180758

Name: Roger LeBlanc
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Dr.
Fredericton, NB
E3C 2M6

Telephone: (506) - 447-2596
Facsimile: (506) - 452-3676
E-mail address: Roger.LeBlanc@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

The Project Authority for the Contract is:

Name: Christophe Dubois
Title: Manager, Business Planning and Analysis
Organization: Fisheries and Oceans Canada
Address: 200 Kent Street
Ottawa, Ont. K1A 0E6
Canada

Telephone: 613-993-8598
E-mail address: Christophe.Dubois@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Name: Andy Molino
Title: Senior Partner
Organization: The CCI Leadership Institute
Address: [REDACTED]

Telephone: [REDACTED]
E-mail address: [REDACTED]

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract: F5211-180758

1.7 Payment

1.7.1 Basis of Payment – Fixed Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ 11,250.00. Customs duties are excluded and Applicable Taxes are extra.

1.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

1.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

1.8 Method of Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

1.9 Accounts and Audit

- 1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4 The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at



any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Invoicing Instructions

- 1.10.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the monthly progress report.

- 1.10.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

- 1.10.3 Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca
AP Coder: Linda Marengère

1.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.12 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract: F5211-180758

1.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

1.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity);
- (c) the supplemental general conditions 4009 (2013-06-27);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180025/106/ZT; and
- (h) the Contractor's bid dated January 21, 2019.

1.15 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.16 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.17 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not



order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.18 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.20 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or



- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



ANNEX "A" Statement of Work

TITLE:

Requirement for hiring one (1) Leadership Development Consultant, Level 3 to provide organizational services for the Office of the Chief Information Officer, Department of Fisheries and Oceans.

INTRODUCTION

The Chief Information Officer (CIO) of the Department of Fisheries and Oceans (DFO) has a requirement for a Contractor to examine and help address a number of interpersonal and organizational issues within the Information Management & Technology Services (IM&TS) Directorate.

BACKGROUND

In late 2016, DFO's Information Management & Technology Services (IM&TS) directorate launched a review of its organization and functions. The results and recommendations set forth in this exercise formed the IM&TS Transformation Plan with the goal to transform and improve services to departmental programs and services while at the same time improving the workplace and workforce for IM&TS employees.

One of the issues identified as part of the transformation is a deterioration of relationship and effectiveness among a small number of employees due to interpersonal and organizational issues.

OBJECTIVES

The objective of this contract is to develop an Action Plan to address the organizational and interpersonal issues and improve team cohesion and working relationships.

These issues include, but are not limited to:

1. Misperceptions regarding distribution of workload.
2. Poor communication and support between senior managers.
3. Lack of clarity regarding roles and responsibilities.
4. Challenges regarding raising the bar of respectful engagement and cooperation.

The outcomes of this work will serve as input to assist IM&TS management in better managing these challenges, while improving performance management and results.

This contract is being put in place to provide the Directorate with the required flexibility to develop a strategy outside of the current capabilities and/or capacity of the IM&TS resources. The Department has limited resources with the skills and knowledge necessary to complete this task.

RESOURCE REQUIREMENTS

DFO requires one (1) qualified firm to accomplish the work outlined in this statement of work.

Resource 3, Level 3 – Stream # 8.7 Leadership Development Consultant

SCOPE

The scope of the project includes the analysis of IM&TS Structure. It should identify interpersonal issues or challenges in regard to relationship within the organization. Finally, the findings should provide rationale for the development of actions to be taken to improve team cohesion.



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DELIVERABLES

- An executive coach will be assigned to each of the Senior Directors. Coaching sessions will begin as soon as the contract has been awarded. Each of the Senior Directors will receive 10-12 hours of one-on-one coaching prior to the end of June 30, 2019.
- The coaches, the CCI senior partner and the CIO, will meet periodically to discuss progress. The senior Directors will have to give permission in advance to allow their coaches to discuss progress with the CIO and the Senior CCI partner.
- The Senior CIO partner will work with the Senior Directors, Directors and Managers to finalize an organizational charter.

DFO OBLIGATIONS

The Administrative Authority will ensure that the Contractor has:

- accompanied access to the 200 Kent Street on the 11th floor;
- temporary access to a physical workspace;

LOCATION OF WORK

Work is to be completed at the DFO offices, predominantly 200 Kent Street, Ottawa, ON. Some work may occur offsite and in other DFO facilities in the National Capital Region.

LANGUAGE OF WORK

The proposed resource must be fluent in English (Written, Spoken, and Comprehension). Fluent is defined as Written, Verbal, and Comprehension at an advanced level.

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <input type="checkbox"/> ask and answer simple questions; <input type="checkbox"/> give simple instructions; and <input type="checkbox"/> give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <input type="checkbox"/> fully understand very simple texts; <input type="checkbox"/> grasp the main idea of texts about familiar topics; and <input type="checkbox"/> read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <input type="checkbox"/> sustain a conversation on concrete topics; report on actions taken; <input type="checkbox"/> give straightforward instructions to employees; and <input type="checkbox"/> Provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <input type="checkbox"/> grasp the main idea of most work-related texts; <input type="checkbox"/> identify specific details; and <input type="checkbox"/> Distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.



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Advanced	A person speaking at this level can: <input type="checkbox"/> support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: <input type="checkbox"/> understand most complex details, inferences and fine points of meaning; and <input type="checkbox"/> Have a good comprehension of specialized or less familiar material.	A person writing at this level can: <input type="checkbox"/> Write texts where ideas are developed and presented in a coherent manner.
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SPECIFICATIONS AND STANDARDS

All project deliverables and services must meet the standards established by the department and the Government of Canada. The Project Authority will provide the Contractor with the templates at the commencement of the work.

TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT

Details on the DFO technical, operational and organizational environment will be provided by the Project Authority to the Contractor as requested

METHOD AND SOURCE OF ACCEPTANCE

All deliverables and services rendered under any Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

REPORTING REQUIREMENTS

The Contractor must provide the Project Authority with a written status report on a monthly basis identifying the progress to date on assigned tasks, identifying the tasks planned for the next period of work and identifying any issues that would impact on the deliverables meeting the schedule identified at the commencement of all tasks.

LEVEL OF EFFORT AND CONTRACT DURATION

Professional services are required from date of contract award to June 30, 2019. An estimated  is planned to accomplish this work.

CHANGE MANAGEMENT

Any changes required by the Contractor must be submitted to the Project Authority for review. No work is to be completed unless preapproved by the Project Authority. Any changes required by DFO will be submitted to the Contractor using the same form and process. Should any of these changes require a Contract Amendment, no work will be initiated by the Contractor until the Contract Amendment has been approved and processed by the Contract Authority.

s.20(1)(b)

s.20(1)(c)



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ANNEX "B" BASIS OF PAYMENT

CONTRACT PERIOD – Contract Award to June 30, 2019

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

TABLE 1: Professional Fees					
Category of Resource & Name of Resource	Level of Expertise	Number of required Resources	Estimated Level of Effort (Hours) (A)	Firm Hourly Rate (B)	Total Cost C = (A*B)
8.7 Leadership Development Consultant	Senior	3			\$11,250
Estimated Price (Applicable Taxes excluded):					\$11,250.00
Applicable Taxes HST 13%: Insert the amount, as applicable:					\$1,462.50
Total:					\$12,712.50



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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat F5211-180758 Security Classification / Classification de sécurité
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DFO		2. Branch or Directorate / Direction générale ou Direction HRCS-IMATS
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide Organizational Consulting Services		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract: F5211-180758



Government
of Canada

Gouvernement
du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes / Non ☐ Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
☒ No ☐ Yes / Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscrubbed personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscrubbed personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?
☒ No ☐ Yes / Non ☐ Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
☒ No ☐ Yes / Non ☐ Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?
☒ No ☐ Yes / Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?
☒ No ☐ Yes / Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
☒ No ☐ Yes / Non ☐ Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?
☒ No ☐ Yes / Non ☐ Oui

TBS/SC 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Fisheries and Oceans
Canada

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du Canada

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F5211-180758

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisis dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COMSEC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support IT																
IT User / Utilisateur électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Christophe Dubois	Title - Titre Manager, BMIE/M&TS	Signature 	
Telephone No. - N° de téléphone (613) 993-8598	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Nov-19-2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Christian Guay	Title - Titre Security Officer	Signature guay, Digitally signed by guay, christian Date: 2018.11.26 09:33:49 -05'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel christian	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Roger LeBlanc	Title - Titre Senior Contracting Officer	Signature 	
Telephone No. - N° de téléphone 506-447-2596	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 22 Jan 2019
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

APPENDIX A - DFO SECURITY CLAUSES

Security Clauses #3 - Access to PROTECTED B Information/assets at DFO site(s)

ANNEX A

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid **RELIABILITY STATUS** issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

 Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada


Procurement Hub
Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The vendor hereby accepts/acknowledges this amendment
Le fournisseur accepte la présente modification/en accuse réception

BRIAN BRADY, VP PUBLIC SECTOR
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression) Signature  Date **02/22/19**

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement


K1P 5V5

S.I. Systems
Suite 300, 170 Laurier Avenue West
Ottawa, ON



PWGSC-TPSGC 9400-13 (2/97)

Clear Data - Effacer les données

PWGSC File No. - N° de référence des TPSGC NA		Page 1 of 4
Date of Amendment - Date de la modification February 21st, 2019	No. - N° 1	
Contract No. - N° du contrat F5211-180316		
Requisition No. - N° de la demande Order Office Bureau demandeur FP857	Yr An 18	Serial No. N° de série 0004
Financial Code(s) - Code(s) financier(s) 62310-411-120-4403-96136-6		
Destination Fisheries and Oceans / DG Resource Mgmt 200 KENT ST. 13TH / FL STN 13029 Ottawa ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: see herein		
Increase Augmentation \$0.00	Address inquiries to: Adresser toute demande de renseignements à: Cal LaKing - Contracting Services Cal.LaKing@dfo-mpo.gc.ca	
Decrease Diminution \$0.00	Telephone No. N° de téléphone 506-478-3581	Facsimile No. N° de télécopieur 506-452-3676
Revised estimated cost Nouvelle estimation des coûts \$30488.00	For the Minister - Pour le Ministre Digitally signed by LaKing, Cal  Date: 2019.02.22 11:52:45 -04'00'	



Fisheries and Oceans
Canada

Pêches et Océans
Canada

This Amendment is issued to add an additional intermediate level – Web Developer to the contract

DELETE FROM ANNEX "A" STATEMENT OF WORK

2. Objective

Fisheries and Oceans Canada requires the services of one (1) intermediate Web Developer to develop an accessible and interactive web-based training for At-Sea Observers in Canada to increase accurate, detailed and consistent reporting of marine mammal species across Canada.

INSERT INTO ANNEX "A" STATEMENT OF WORK

2. Objective

Fisheries and Oceans Canada requires the services of two (2) intermediate Web Developers to develop an accessible and interactive web-based training for At-Sea Observers in Canada to increase accurate, detailed and consistent reporting of marine mammal species across Canada.

DELETE FROM ANNEX "A" STATEMENT OF WORK

8. Language of Work

All requirements for completion of the project will be provided in English and French. The proposed resource must be fluent in English and French. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.

Legend/Légende	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient



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	explanations.		mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

INSERT INTO ANNEX "A" STATEMENT OF WORK

8. Language of Work

All requirements for completion of the project will be provided in English and French. The proposed resources must be fluent in English and French. Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.

Legend/Légende	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

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Canada**DELETE FROM ANNEX "B" BASIS OF PAYMENT**

Contract Period (Award to March 31 st , 2019)		(A)	(B)	(C)
Category of Personnel	Level of Expertise	Estimated # of Days	Firm Daily Rate	Total Cost C = (A x B)
1.14 Web Developer	Intermediate			\$30,488.00
All-inclusive Price (excluding taxes)				\$30,488.00

INSERT INTO ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid a firm per diem rate per the chart below, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Contract Period (Award to March 31 st , 2019)			(A)	(B)	(C)
Category of Personnel	Level of Expertise	Name of Resource	Estimated # of Days	Firm Daily Rate	Total Cost C = (A x B)
1.14 Web Developer	Intermediate	Dave Leroux			\$30,488.00
1.14 Web Developer	Intermediate	Scott Charlwood			
All-inclusive Price (excluding taxes)					\$30,488.00

This Amendment shall form part of the above-mentioned Contract. All other terms and conditions of the said mentioned Contract shall remain unchanged and in force.

CONTRACT SUMMARY

Original Contract Value	\$30,488.00
Amendment No. 1	\$0
Revised Contract Total	\$30,488.00

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
Procurement Hub - Fredericton
301 Bishop Drive
Fredericton, NB E3C 2M6

Email: cathi.harris@dfo-mpo.gc.ca

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-jointe, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

Alain Rabeau, Senior Consultant

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

01-March-2019

Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Groupe Intersol Consulting Group Ltée.
205 Catherine Street
Suite 300
Ottawa, ON K2P 1C3
arabeau@intersol.ca

Canada

PWGSC-TPSGC 9400-10 (02/97)

PWGSC File No. - N° de référence des TPSGC F5211-180753		Page 1 of 14
Date of Contract - Date du contrat 2019-02-25		
Contract No. - N° du contrat F5211-180753		
Requisition No. - N° de la demande Order Office Bureau demandeur FP859	Yr An 18	Serial No. N° de série 0054
Financial Code(s) - Code(s) financier(s) 62132-429-120-4403-62048-6		
Duty - Droits		
F.O.B. - F.A.B.		
Goods and Services Tax - Taxe sur les produits et services Extra		
Destination Fisheries and Oceans Canada Director, Integrated Business Management Solutions 200 Kent Street Ottawa, ON K1A0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: See herein		
Address inquiries to: Adresser toute demande de renseignements à: Cathi Harris, Senior Contracting Officer cathi.harris@dfo-mpo.gc.ca		
Telephone No. N° de téléphone 506-238-1317	Facsimile No. N° de télécopieur 506-452-3676	
Total est. cost - Coût total est. \$16,500.00		For the Minister - Pour le Ministre Cathi Harris Digitally signed by Cathi Harris Date: 2019.03.01 13:10:26 -04'00'

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

APPENDIX A - DFO SECURITY CLAUSES

Security Clauses #2 - Access to PROTECTED A information/assets at DFO site(s)

ANNEX A

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services Facilitation Services for Fisheries and Oceans Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4.2 Supplemental General Conditions

4009 (2013-06-27), Supplemental General Conditions, Professional Services – Medium Complexity apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

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The Work is to be performed during the period from date of award to March 31, 2019.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Fisheries and Oceans Canada
Procurement Hub – Fredericton
301 Bishop Drive
Fredericton, NB E3C 2M6

Contact Name: Cathi Harris
Telephone: 506-238-1317
Facsimile: 506-452-3676
E-mail address: Cathi.Harris@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Project Authority

Department Name and Address

Fisheries and Oceans Canada
Director, Integrated Business Management Solutions
200 Kent Street
Ottawa, ON K1A 0E6

Contact Name: Marc Sicard
Telephone: 613-991-1776
E-mail address: Marc.Sicard@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

Contact Name: Alain Rabeau
E-mail address: arabeau@intersol.ca

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment – Firm Time Rate - Limitation of Expenditure

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The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$16,500.00. Customs duties are included and Applicable Taxes are extra.

6.8.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.8.3 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.9 Method of Payment (Single Payment)

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.10 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.11 Time Verification

SACC Manual clause C0711C (2008-05-12), Time Verificaiton

6.12 Invoicing Instructions

- 6.12.1** The Contractor must submit invoices in accordance with subsection 6.3.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in

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the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the required reports.

6.12.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca and provides the required information as stated in subsection 6.12.1 above.

6.13 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.14 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.15 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.16 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions conditions 4009 (2013-06-27), Professional Services – Medium Complexity;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180028/133/ZT; and

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(h) the Contractor's bid dated December 3, 2018.

6.17 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

6.18 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.19 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.20 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

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4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.21 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.22 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

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(b) *modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or*

(c) *take back the Work and refund any part of the Contract Price that Canada has already paid.*

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A"

STATEMENT OF WORK

The Conservation and Protection program requires the services of a consultant, to identify current challenges in data quality and reporting from C&P national systems, and provide recommendations to address the issues.

The work is comprised of building an abstract model to identify current challenges, which will be used to set the stage for a brainstorming session with members of C&P's National Executive Committee (NEC) during their face-to-face meeting in Ottawa. The output from this brainstorming session will identify recommendations to develop a roadmap on how to address data quality and reporting challenges.

C&P requires the support of a Facilitator Consultant, who will provide professional services by providing a background document on the need and value of data analysis and reporting requirement in an enforcement setting, to build the abstract model, provide facilitation services during the brainstorming session and recommendations in a summary report.

PROPOSED APPROACH

Consultant to provide project management and facilitation services. We require this type of approach in order to fulfill the C&P requirement:

- Scoping and planning:
 - Develop a document on need and pre-requirement of data value and reporting in an enforcement setting;
 - Develop abstract model to identify current challenges in data quality and reporting;
 - Define a structure for the brainstorming session, which is conducive to achieving the desired outcomes.
 - Develop materials and templates required to deliver the agreed upon brainstorming approach
 - Key deliverables include:
 - Workshop agenda item
 - Introductory email for participants
 - Core problem statement
 - Discussion template
 - Action planning template
- Facilitation
 - Facilitator Consultant will lead a four-hour brainstorming session with the NEC members at the meeting
 - The face-to-face NEC meeting will be held in Ottawa.
- Findings Summary
 - Facilitator Consultant will provide the completed discussion documents and action planning documents.
 - Facilitator Consultant will provide a summary of key observations and themes emerging from the meeting, as well as recommendations on next steps that emerge.

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ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described will be consistent with this data.

The rates specified below include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

1.0 Contract Period Date of Award to March 31, 2019

1.1 Professional Fees, Initial Contract

For the provision of professional services as described in Annex "A" - Statement of Work, the Contractor shall be paid, in reference to the following table, an all-inclusive firm per diem rate in the performance of the Contract, Applicable Taxes extra

Resource Name	All-Inclusive Firm Per Diem Rate
9.15 Facilitator Consultant Level 3 Name: Jeremy Latta	

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada	2. Branch or Directorate / Direction générale ou Direction Conservation and Protection	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Jeremy Latta, Intersol @	
4. Brief Description of Work / Brève description du travail Design, facilitation, and reporting services to establish an enforcement data vision and action plan for C&P		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SÉCRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SÉCRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SÉCRET <input type="checkbox"/>		TRÈS SÉCRET <input type="checkbox"/>
		TRÈS SÉCRET (SIGINT) <input type="checkbox"/>

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Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> SECRET SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux:	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTION	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Aspects Renseignements / Bases Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART 2 - AUTHORIZATION / PARTIE 2 - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Lise Melanson		Title - Titre Chief, Systems.	
Signature <i>Lise Melanson</i>		Date 2018-12-05	
Telephone No. - N° de téléphone 613-218-6047	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Lise.Melanson@dfo-mpo.gc.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Christian Guay		Title - Titre Security Officer	
Signature <i>Christian Guay</i>		Date 2019-01-08 09:33:27 -05'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel guay, christian	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature <i>Cathy Hants</i>		Digitally signed by Cathy Hants Date: 2019.02.25 14:54:58 -04'00'	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature		Date	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

APPENDIX A - DFO SECURITY CLAUSES

Security Clauses #2 - Access to PROTECTED A information/assets at DFO site(s)

ANNEX A

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.

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Security Classification / Classification de sécurité

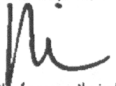
Canada

Department of Fisheries and Oceans
Procurement Hub
Material and Procurement Services
301 Bishop Drive
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract Le fournisseur accepte le présent contrat	
	Denis Barbeau Feb 28, 2019 Partner
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)	Signature Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Systemscope
61A York Street, Ottawa, ON K1N 5T2
Phone: (613) 230-8330

Canada

PWGSC-TPSGC 9400-10 (02/97)

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PWGSC File No. - N° de référence des TPSGC F5211-180794		
Date of Contract - Date du contrat 2019-02-26		
Contract No. - N° du contrat F5211-180794		
Requestion No. - N° de la demande		
Order Office Bureau demandeur FP889	Yr An 19	Serial No. N° de série 0001
Financial Code(s) - Code(s) financier(s) 66026-550-120-4403-00000-6		
Duty - Droits Excluded		
F.O.B. - F.A.B. Destination		
Goods and Services Tax - Taxe sur les produits et services Excluded		
Destination see herein - ci inclus		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca		
Address inquiries to: Adresser toute demande de renseignements à: Cindy Gallant, Contracting Officer		
Telephone No. N° de téléphone 506 238-1308	Facsimile No. N° de télécopieur (506) 452-3676	
Total est. cost - Coût total est. \$3,000.00	For the Minister - Pour le Ministre Cindy Gallant	

28 February 2019

Contract No. - N° du contrat
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File No. - No du dossier
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PROSERVICES CONTRACT

**REQUIREMENT FOR:
ONE (1) 8.2 ORGANIZATIONAL DESIGN AND CLASSIFICATION
CONSULTANT (SENIOR)
UNDER SA# E60ZT-180027/142/ZT**

FOR THE

**DEPARTMENT OF FISHERIES AND OCEANS
CONTRACT # F5211-180794**

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000

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Articles of Agreement

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for one (1) **8.2 Organizational Design and Classification Consultant (senior)** for the Department of Fisheries and Oceans Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

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1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Gallant
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive
Fredericton, New Brunswick E3C 2M6
E-mail address: Cindy.gallant@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department Name and Address

Name: Mathieu Giroux
Title: Director, Workplace Well-Being
Department: Human Resources and Corporate Services
Address: 200 Kent Street
Ottawa, ON K1A 0E6
Telephone: 613-993-0411
E-mail address: Mathieu.Giroux@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Dennis Barbeau
Telephone: 613-230-8330
Fax: 613-230-8384
E-mail address: barbeau@systemscope.com

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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1.7 Payment

1.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm amount of \$3,000.00 as specified in Annex B- Basis of Payment. Customs duties are included and Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Price – Professional Fees

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

1.8 Method of Payment - Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

1.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

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1.11 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents specified in the Contract;

2. The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-MPO.facturation@canada.ca

Indicate the Contract Number: F5211-180794

Indicate the name of the Project Authority: Mathieu Giroux

Indicate the name of the AP Coder: Ashely Eades

1.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;

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- (b) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Supply Arrangement Number E60ZT-180027/142/ZT; and
- (f) the Contractor's bid dated February 15, 2019.

1.16 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

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3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's

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responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A" STATEMENT OF WORK

1. Title

Writing job description

2. Start and completion dates

This work will start date of contract award up to and inclusive of 31 March 2019

3. Background Statement

The Clerk of the Privy Council released a report named Safe Workspaces in late summer 2018. This report recommends that Departments in the Federal Public Service put in place an Ombuds-type function to provide all employees with a trusted, safe space to discuss harassment without fear of reprisal and to help navigating existing systems.

4. Requirements for progress meetings

Expectation should be that there will be 2-5 meetings in person to discuss the scope of the job and place in the organization.

5. Time schedule for completion of each stage of the work

This work should be completed by March 31, 2019

6. Description of scope of work + existing resource material

6.1 Requirements are to write a comprehensive job description for the head of this new Ombudsman's Office (i.e. the Ombudsman).

6.2 The work description must include key activities, skills, effort, responsibilities, working conditions and any additional information.

6.3 The work must be written in the Government of Canada regular format.

7. Language Requirement, in accordance with Part IV of the Official Languages Act

The work will be conducted in English.

8. Departmental support required

The work will require use of DFO meeting facilities to gather required information.

9. Estimate of anticipated level of effort required

The work will require approximately 3 days to complete.

10. Insurance Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance

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acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

11. Deliverables

11.1 A draft version of the completed work description before it is finalized sent to Project Authority by **March 22, 2019**.

11.2 An opportunity to provide comments or feedback within 2 business days or by **March 27, 2019**.

11.3 A progress report on **March 15, 2019**.

11.4 Final copy of work description on or before **March 29, 2019**.

12. Location of work - on site and/or off site

The work is to be completed off site unless there are requirements to meet with departmental representatives.

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ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to Annex A to the Contract

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

Table A

Firm Contract Period – Date of Contract Award up to and inclusive of 31 March 2019					
Item	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Prepare a new EX work description for the new Ombudsman position	1	Each	\$3,000.00	\$3,000.00
Total Cost (Excluding Taxes)					\$3,000.00

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Fisheries and Oceans Canada
Procurement Hub - Fredericton
301 Bishop Drive
Fredericton, NB E3C 2M6

Email: cathi.harris@dfo-mpo.gc.ca

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefore.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-jointe, au(x) prix indiqués(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

M. VAN ANNOOT, CHAIRMAN

Name, title or person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

Date

20 FEB 2019

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Stratos Inc.
1404-1 Nicholas Street
Ottawa, ON K1N 7B7
jdavis@stratos-sts.com

Canada

PWGSC-TPSGC 9400-10 (02/97)

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Date of Contract - Date du contrat 2019-02-27		
Contract No. - N° du contrat F5211-180751		
Requisition No. - N° de la demande Order Office Bureau demandeur FP919	Yr An 13	Serial No. N° de série Q22
Financial Code(s) - Code(s) financier(s) 6H120-310-120-4403-60803-6		
Duty - Droits		
F.O.B. - F.A.B.		
Goods and Services Tax - Taxe sur les produits et services Extra		
Destination Fisheries and Oceans Canada Fisheries Protection Program Ecosystems Management Directorate 200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: See herein		
Address inquiries to: Adresser toute demande de renseignements à: Cathi Harris, Senior Contracting Officer cathi.harris@dfo-mpo.gc.ca		
Telephone No. N° de téléphone 506-238-1317	Facsimile No. N° de télécopieur 506-452-3676	
Total est. cost - Coût total est. \$22,112.50		For the Minister - Pour le Ministre Digitally signed by Cathi Harris Date: 2019.02.28 10:56:11 -04'00'

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Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

APPENDIX A – DFO SECURITY CLAUSES

Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

ANNEX A

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services FPP Framework for Product Development for Fisheries and Oceans Canada under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4009 (2013-06-27), Supplemental General Conditions, Professional Services – Medium Complexity apply to and form part of the Contract.

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6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period from date of award to March 31, 2019.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Procurement Hub – Fredericton

301 Bishop Drive

Fredericton, NB E3C 2M6

Contact Name: Cathi Harris

Telephone: 506-238-1317

Facsimile: 506-452-3676

E-mail address: cathi.harris@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

Client Department Name and Address:

Fisheries Protection Program

Ecosystems Management Directorate

Fisheries and Oceans Canada

200 Kent St. Ottawa, ON

K1A 0E6

Contact Name: Melanie Boivin

Telephone: 613-218-5073

E-mail address: melanie.boivin@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Contact Name: Michael Van Aanhout

Telephone: 1-613-241-1001 ext. 243

Facsimile: 1-6-13-241-4758

E-mail address: MvanAanout@stratos-sts.com

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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6.7 Payment

6.7.1 Basis of Payment – Firm Time Rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$22,112.50. Customs duties are included and Applicable Taxes are extra.

Applicable Taxes:

Estimated Cost: \$2,874.25

6.7.3 Limitation of Price

SACC *Manual* clause C6000C (2017-08-17), Limitation of Price

6.8 Method of Payment (Multiple Payments)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

- Payment 1 – 50% for work completed to January 31, 2019
- Payment 2 – 50% upon receipt and acceptance by the Project Authority of the deliverables and completion of work to March 31, 2019.

6.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

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6.10 Time Verification

SACC Manual Clause C0711C (2008-05-22), Time Verification

6.11 Invoicing Instructions

6.11.1 The Contractor must submit invoices in accordance with subsection 6.3.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the required reports.

6.11.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca and provides the required information as stated in subsection 6.11.1 above.

6.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;

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- (b) the supplemental general conditions 4009 (2013-06-27), Professional Services – Medium Complexity;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (G) Supply Arrangement Number E60ZT-180027/028/ZT; and
- (i) the Contractor's bid dated December 19, 2018.

6.16 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

6.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

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1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

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2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this

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contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.22 Pre-Contractual Work

In order for the Contractor to meet its obligations under the Contract, the Parties acknowledge that the Contractor has started the Work required pursuant to the Contract before the effective date of the Contract (Pre-contractual Work) and has incurred costs in the performance of such work. Costs incurred by the Contractor in the performance of the Pre-contractual Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effective date of the Contract, will be paid to the Contractor in accordance with the Basis of Payment of the Contract subject to acceptance of the Pre-contractual Work by Canada. The Contractor agrees that upon such payment by Canada to the Contractor, Canada will be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work.

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ANNEX "A"

STATEMENT OF WORK

TITLE: Professional services to assist the Fisheries Protection Program with process improvement and tool development in advance of the potential coming into force of Bill C-68 using current project management approaches and techniques.

Duration: Date of award – March 31, 2019

Background statement:

On November 13, 2015, the Prime Minister mandated the Minister of Fisheries, Oceans and the Canadian Coast Guard to review the previous government's changes to the *Fisheries Act*, restore lost protections and incorporate modern safeguards. Proposed amendments to the federal *Fisheries Act* passed Third Reading in the House of Commons on June 20, 2018 and the bill (Bill C-68) is currently being reviewed by the Senate. In preparation for the potential coming into force of Bill C-68 (anticipated June 2019), the Fisheries Protection Program (FPP) is reviewing and improving its internal and external processes and tools to construct a revitalized program and ensure a smooth implementation upon coming into force.

Objectives:

The contract objectives include the following:

- 1- The creation of a framework for the development of FPP products such as Guidelines, Standard Operating Procedures, Codes of Practice and other program and policy documents. The framework will incorporate applicable business management concepts such as product lifecycle approaches, risk management and modern techniques and technologies used to ensure client-driven and results-oriented processes. The framework will build on existing internal and external models;
- 2- Identification of all tools (e.g. templates, forms, protocols, process maps, other documents) required to implement the framework; and
- 3- Draft or develop initial tools (identified in #2) required to implement the framework/lifecycle approach.
 - A Code of Practice will be used as a product example to work through the lifecycle and identify tools required for implementation.
 - Current drafts and other related documents will be shared by the Project Authority as a starting point.
 - The Project Authority and other program staff will be available to provide guidance throughout the contract.
 - One to three meetings with key staff will be organized by the Project Authority to help focus the work and provide direction during different phases of work.

Key deliverables:

- 1- A framework for product development. This should be accompanied by a report and PowerPoint presentation that outline how and why the framework and tools were developed, and how they should be used. A concrete example (i.e. Code of Practice) should be used to illustrate how the framework should be applied. Recommendations for continuous learning and improvement should be included.

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-
- 2- A list of all supporting tools required for implementation of the framework.
 - 3- A "handbook" of all supporting tools with specific user instructions and important considerations.

Benefits

Modern and efficient business practices and tools to:

- ensure a comprehensive approach for the development of Standard Operating Procedures (internal), Codes of Practice (external) and other program documents
- provide a basis for integrating all relevant FPP expertise and functions and ensuring collaboration between teams
- ensure a consistent approach for measuring, monitoring, tracking and reporting on performance using standardized templates
- allow the program to learn and adapt, facilitating a culture of continuous improvement

Resource material:

The Project Authority will provide all available background documentation. FPP staff will be available for interviews and meetings. Product examples, existing process documents, templates and forms will be provided.

Location of work

The Contractor will complete this work at their own premises and will not require access to departmental networks, office space or office equipment / software. No travel or living expenses will be incurred for this work.

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ANNEX "B" BASIS OF PAYMENT

The rates specified below include the total estimated cost of all travel and living expenses that may need to be incurred for:

- Work described in Part 6, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2.
- travel between the successful bidder's place of business and the NCR; and
- the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	Period	All-inclusive fixed Per-Diem Rate
Period from Date of Award to March 31, 2019		
1a	9.3 Business Consultant – Sr. Name: Jennifer Davis	
1b	9.3 Business Consultant – Sr. Name: Barb Sweazey	
1c	9.3 Business Consultant – Jr. Name: Kristie Duncan	
1d	Stratos Administration Costs	

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.


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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat	
		Security Classification / Classification de sécurité Unclassified	

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)			
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada		2. Branch or Directorate / Direction générale ou Direction Ecosystems Management FPP	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Stratos Consulting 1404 - 1 Nicholas Street, Ottawa, ON, K1N 7B7	
4. Brief Description of Work / Brève description du travail The revitalized Fish and Fish Habitat Protection program would like to obtain the services of a consultant to help us develop a framework for the development of new products to support the delivery of the program. Specifically, FFHPP is seeking completion of a process to develop new products, a list of supporting tools to be used in the process, and overarching guidance about how the process was designed and why, and how it should be used.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :		Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>			TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

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PART C - (continued) / PARTIE G - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			TOP SECRET TRÈS SECRET
											A	B	C	
Information / Assets Renseignements / Biens Production														
IT Media / Support IT														
IT Link / Lien électronique														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Security Classification / Classification de sécurité Unclassified
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Canada



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
200 Kent Street
Ottawa, ON K1A 0E6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

Mike Lajoie
Director

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Date

March 13/19

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Organization : N12 Consulting Corp.
Address : 346 Somerset St. Suite 300
Ottawa, ON K2P 0J9
Telephone : (613) 667-5903



PWGSC-TPSGC 9400-10 (02/97)

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Date of Contract - Date du contrat March 7, 2019		
Contract No. - N° du contrat FP802-190020		
Requisition No. - N° de la demande Order Office Bureau demandeur FP815	Yr An 19	Serial No. N° de série 0001
Financial Code(s) - Code(s) financier(s) 65610-524-120-4802-00000-6		
Duty - Droits Included		
F.O.B. - F.A.B. Destination		
Goods and Services Tax - Taxe sur les produits et services \$23,400.00		
Destination Fisheries and Oceans Canada 200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: See Herein		
Address inquiries to: Adresser toute demande de renseignements à: Stephane Julien		
Telephone No. N° de téléphone (343)-548-5181	Facsimile No. N° de télécopieur n/a	
Total est. cost - Coût total est. \$180,000.00		For the Minister - Pour le Ministre Julien, Stephane 2 Digitally signed by Julien, Stephane 2 Date: 2019.03.20 11:32:27 -04'00'

1.1 REQUIREMENT

- a. N12 Consulting Corp. (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. **Client(s)** : Under the Contract, the "**Client**" is the Department of Fisheries and Oceans Canada.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

1.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. General Conditions :

2035 (2018-6-21), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

- b. 6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. **Supplemental General Conditions :**

1.5 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

PWGSC FILE # Common PS SRCL #6

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of PWGSC.
3. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/ PWGSC.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/ PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/ PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition)

1.6 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends March 31, 2020 ; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

1.7 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name : Stephane Julien
Title : Senior Contracting Officer
Organization : Fisheries and Oceans Canada
Address : 200 Kent Street, Ottawa, ON K1A 0E6
Telephone : 343-548-5181
E-mail address : stephane.julien2@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority The Technical Authority for the Contract is:

Name : Stefan Gawalewicz
Title : Director, Financial and Administrative Systems
Organization : Fisheries and Oceans Canada
Address : 200 Kent St. Ottawa, ON K1A 0E6 Room 9W051
Telephone : (613) 993-9510
E-mail address : stefan.gawalewicz@dfo-mpo.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative :

Name: Mike Lajoie
Organization : N12 Consulting Corp.
Address : 346 Somerset St. Suite 300
Ottawa, ON K2P 0J9
Telephone : (613) 667-5903
E-mail address : mike@n12.ca

Note to Bidders: The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

1.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.9 PAYMENT

a. Basis of Payment

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex "B", Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

Estimated Cost: \$180,000.00

- ii. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- iii. **Applicable Taxes:**

Estimated Cost: \$23,400.00

Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

- vi. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and applicable taxes are extra.
- vii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- viii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- ix. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

a. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 1. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 2. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

1.10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.

- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

1.11 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

1.12 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

1.13 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. General Conditions 2035 (2018-06-21);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. the Contractor's bid dated February 5, 2019.

1.14 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

- 1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the

Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

1.15 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :

- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

1.16 JOINT VENTURE

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.

- a. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

- iii. all payments made by Canada to the representative member will act as a release by all the members.
- b. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- c. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- d. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- e. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

1.17 PROFESSIONAL SERVICES – GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- 1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon

assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

1.18 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

1.19 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

1.20 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

1.21 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A STATEMENT OF WORK

1. TITLE

Task-Based Informatics Professional Services Supply Arrangement Under Stream 1: Applications Services Require One (1) Senior Enterprise Resource Planning (ERP) Functional Analyst To Support DFO Oracle Purchasing And Project Costing Modules.

2.0 BACKGROUND

Fisheries and Oceans Canada (DFO) operates an Oracle based Integrated Financial Materiel Management System known as ABACUS which became operational April 1, 1996.

There are approximately 3,000 finance, administrative or expert users using ABACUS, DFO is currently supporting the following modules in Oracle Financials (e-Business Suite) version 12.1.3 as the base platform:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Purchasing
- Project Costing
- Fixed Assets

The following list identifies some of our major ERP interfaces to external systems:

- Salary Management System (SMIS)
- Management Reporting System (MRS)
- Receiver General Interfaces. These interfaces are common to members of the Oracle Financials Cluster Group. The interface code is developed and maintained by the Cluster Group
- GAC Government Acquisition Card (developed by the Oracle cluster group for use by any Federal department using Oracle Financials)

The work involves a dual role of systems development support as well as ongoing support of our existing applications and databases.

3.0 ESTIMATED VALUE

The total value of this contract from this RFP shall not exceed \$160,000.00 annually including all the associates cost such as professional services per diem rate, miscellaneous, except option periods and all applicable taxes.

4.0 RESOURCE REQUIREMENT

DFO requires one (1) qualified firm to accomplish the work outlined in this statement of work.

Under Stream 1: Applications Services – A.2 One Enterprise Resource Planning (ERP) Functional Analyst at Level 3

5.0 TRAVEL & LIVING EXPENSES

There will be NO travel for this contract.

6.0 SCOPE OF REQUIREMENT

The consultant will be required to support the ongoing requirements of the Oracle Purchasing and Project Costing modules for a large department with over 3000 active users, managing issues as they arise and meeting tight deadlines

7.0 TASKS

A consultant will perform the following tasks but not limited to:

- Provide level 3 support to user community and FAS staff to analyse, diagnose and correct system issues.
- Provide advice to the purchasing and general materiel management community and facilitate decision making by providing a range of options and costing alternatives.
- Prepare and document fit-gap, options and use case scenarios for potential implementation of new features and present findings to management with recommendations.
- IMPLEMENT SYSTEM ENHANCEMENTS AND MODIFICATION TO SYSTEMS TO REFLECT CHANGES IN LEGISLATION AND REGULATIONS.
- DEVELOP TEST SCRIPTS AND TEST SYSTEM CHANGES AND ENHANCEMENTS USING BOTH MANUAL AND AUTOMATED TESTING TECHNIQUES.
- DEVELOP TRAINING MATERIAL TO DOCUMENT SYSTEM CHANGES AND ENHANCEMENTS.
- Work with technical team as the functional expert for the development of new software and customizations to existing tools.
- DESIGN AND DEVELOP CUSTOM REPORTS AND AD HOC QUERIES AS REQUIRED TO MEET DEPARTMENTAL REPORTING REQUIREMENTS FOR INTERNAL REPORTING, CENTRAL AGENCY REPORTING AND MINISTERIAL/ACCESS TO INFORMATION REQUESTS.
- DESIGN AND IMPLEMENT NEW DESCRIPTIVE FLEXFIELDS AND VALUE SETS OR MODIFY EXISTING AS REQUIRED TO MEET UNIQUE REPORTING REQUIREMENTS.
- Provide functional support for the proactive disclosure of travel and hospitality, purchase orders over \$10K , grants and contributions over \$25K and procurement reporting related to land claim agreements.
- Provide functional support for DFO's custom APEX based applications including iDisclose, iAgree, iContribute and iResolve.
- Act as project functional expert to design and develop custom APEX applications based on the unique requirements of DFO and ensuring any potential solution meets these requirements.
- Transfer knowledge as required with respect to the setup, functionality and procedures of the Purchasing module, project costing module and the various departmental systems and reports used for internal and external reporting requirements.
- Manage year end activities related to the purchasing and project costing modules.

8.0 DELIVERABLES

There will be NO deliverable for this contract.

9.0 OWNERSHIP OF INTELLECTUAL PROPERTY

There is NO Intellectual Property generated for this contract.

10.0 LOCATION OF WORK

All work will be performed at 200 Kent Street. DFO will provide work space in its office for the Contractor.

11.0 LEVEL OF EFFORT AND CONTRACT DURATION

Professional services are required from date of contract award to March 31, 2019.

This level of effort is only estimation made in good faith and is not to be considered in any way as a commitment from Canada.

DFO reserve the right to exercise one (1) additional twelve (12) months contract option period.

Category Personnel	Estimated Level of Effort (days)	
	Initial Contract Period Commencing from: April 1, 2019 to 31 March 2020	Option 1 Period Commencing from April 1, 2020 to March 31, 2021
(B.1) One (1) Business Analyst at Senior Level		

12. DFO'S OBLIGATIONS

- Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- Provide other assistance or support.

13.0 CONTRACTOR'S OBLIGATIONS

No equipment/furnishings may be purchased.

The Contractor shall take reasonable and proper care of federal equipment/furnishings that are used in carrying out this project.

14.0 LANGUAGE OF WORK

The proposed resource must be fluent in English or French (Written, Spoken, and Comprehension). Fluent is defined as Written, Verbal, and Comprehension at an intermediate or advance level. Please see below legend.

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and Provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and Distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and Have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write texts where ideas are developed and presented in a coherent manner.

ANNEX B BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for work performed pursuant to the Contract. All deliverables are F.O.B Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable. There are no Travel costs to be associated within this contract.

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Days worked} = \text{Number of hours worked} / 7.5$$

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract award to March 31, 2020)					
Resource Category	Level of Expertise	Name of Proposed Resource	Estimated number of Days	Firm Per Diem Rate	Total Cost
ERP Functional Analyst (A.2)	Level 3	TIM GILLIGAN			\$180,000.00

OPTION PERIOD: April 1, 2020 To March 31, 2021

Initial Contract Period (Date of Contract award to March 31, 2021)					
Resource Category	Level of Expertise	Name of Proposed Resource	Estimated number of Days	Firm Per Diem Rate	Total Cost
ERP Functional Analyst (A.2)	Level 3	TIM GILLIGAN			\$180,000.00

ANNEX C
SECURITY REQUIREMENTS CHECK LIST
COMMON-PS-SRCL#6



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries & Oceans Canada		2. Branch or Directorate / Direction générale ou Direction CFO
3 a) Subcontract Number / Numéro du contrat de sous-traitance		3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Oracle Financials Functional Analyst		
5 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6 c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGHT TRÈS SECRET - SIGHT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

COMMON-PS-SRCL#6



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRES SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien Electronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ANNEX "D" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () MasterCard Acquisition Card;
- (X) Direct Deposit (Domestic and International);

Fisheries and Oceans
CanadaPêches et Océans
Canada**PURCHASE ORDER**

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the supplier (as named herein).

SUPPLIER – FOURNISSEUR**MARC CARRIERE**

Canada

ISSUED BY - PRÉPARÉ PAR

AQUACULTURE MANAGEMENT
DIRECTORATE
AQUATIC ECOSYSTEMS SECTOR
200 KENT STREET 10TH FLOOR, 10N207
OTTAWA, ON K1A 0E6

Tel: 613 991-0255

E-mail: MICHAEL.PAQUETTE@DFO-MPO.GC.CA

COMMANDE D'ACHAT

Cette commande d'achat est faite en date d'octroi de contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté") représenté par le Ministre des Pêches et Océans Canada (ci-après appelé "Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

IMPORTANT

The Contract No. must appear on invoices, B/L, packing lists, correspondence and outside containers.
Le No. de contrat doit être indiqué sur les factures, les connaissements, les listes d'emballage, la correspondance et à l'extérieur des contenants.

Contract No./ No. de contrat.**FP996-180016****Amend. No./No. de modif****0****Contract Award Date/****Date d'octroi de contrat****07-MAR-2019****Address Enquiries to - Adresser toute demande à**

Tel:

E-mail:

This purchase document references Standing Offer Agreement Number /

Ce document d'achat fait référence à un numéro d'entente d'offre à commandes E60ZT-180025/248/ZT

**SHIP TO/
EXPÉDIER À:** FP996**BILL TO/
FACTURER À:** DFO.invoicing-facturation.MPO@canada.ca

AQUACULTURE MANAGEMENT DIRECTORATE
AQUATIC ECOSYSTEMS SECTOR
200 KENT STREET 10TH FLOOR, 10N207
OTTAWA, ON K1A 0E6
Canada

DFO-ACCOUNTS PAYABLE/MPO-COMPTES PAYABLE
PO BOX 1901, STN A / CP 1901, STN A
FREDERICTON, NB E3B 5G4
Canada

Attn: PAQUETTE, MICHAEL**Departmental Financial Codes - Codes financiers ministériel**

6H200-471-120-4403-00000-6

Freight Terms - Conditions pour les frais de transport**Contract End Date - Date de fin du contrat****FOB – FAR****PST No. - N° de TVP Exemption****HST/GST - TPS /
TVH****Estimated Total Cost - Prix total prévu****8,800.00 CAD**

(Tax excluded)/(Taxe exclus)

EXTRA

Continued/ suite...

Canada



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Page

2	of/de	3
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PURCHASE ORDER
(Continuation sheet)

COMMANDE D'ACHAT
(suite)

P.O. No. - N° de commande
FP996-180016
Amend. No. - N° de modif.
0

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase order.

Le Fournisseur accepte de fournir Pêches et Océans Canada les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de cette commande d'achat.

Continued/ suite...

Item no. No Article	Description Description	Delivery Date Date de livraison	Quantity Quantité	U of I U de D	Unit Price Prix unitaire	Extended Cost Prix total prévu
1	Support on an upcoming advertised EC-07 staffing process	31-MAR-19		EA /CH-EACH/C HACUN		1,500.00
2	Support on an upcoming advertised EC-07 staffing process	01-APR-19		EA /CH-EACH/C HACUN		7,300.00



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Page

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PURCHASE ORDER
(Continuation sheet)

COMMANDE D'ACHAT
(suite)

P.O. No. - N° de commande	FP996-180016
Amend. No. - N° de modif.	0

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...

FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature <i>Marc Carrière</i>	Witness - Témoin	Date <i>March 8, 2019</i>
Print or type - Imprimer ou dactylographier <i>MARC CARRIÈRE</i>	Position title - Titre du poste <i>Consultant</i>	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	

APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE		
Signature <i>[Signature]</i>	Position title - Titre du poste <i>Asst. Director General</i>	Date <i>MAR 08 2019</i>
Print or type - Imprimer ou dactylographier <i>John Campbell</i>		



Fisheries and Oceans
Canada

Pêches et Océans
Canada

MEMORANDUM

NOTE DE SERVICE

To
À

Distribution

From
De

Assistant Deputy Minister, Aquatic Ecosystems Sector
Sous-ministre adjoint, Secteur de la gestion des écosystèmes
aquatiques

Security Classification - Classification de sécurité

Unclassified

Our File - Notre référence

Your File - Votre référence

1 mars 2019 / March 1, 2019

Subject
Objet

Absence from the office

Please note that the responsibilities of the
Director General, Aquaculture Management
will be assumed by:

John Campbell (from March 1st to 29th, 2019)

Absence du bureau

Veuillez noter que les responsabilités du
directeur général, Gestion d'aquaculture seront
assumées par :

John Campbell (du 1 au 29 mars 2019)

Philippe Morel

Distribution:

Minister's office/Cabinet du Ministre

DMB Members / Membres du CGM

AE Management Team / Equipe de gestion de la ÉA

Finance & Personnel

s.19(1)
s.20(1)(b)
s.20(1)(c)

FP996-180016

Marc Carrière



HST (#82947 0020 RT0001)
DFO Vendor Number : 144883

February 27, 2019

John Campbell
A/Director General
Aquaculture Management
Aquatic Ecosystems Sector
Fisheries and Oceans Canada
200 Kent Street
Ottawa, Ontario, K1A 0E6

I am pleased to submit this proposal to provide staffing support on an upcoming advertised staffing process (EC-07).

The services will be provided on an as requested basis. Fees will be charged only for services rendered. The following are the key deliverables and activities that I could carry out if required:

1. Development of a Statement of Merit Criteria
2. Assessment of candidates on priority lists
3. Development of a written exam, scoring grid and answer elements
4. Preparation of an interview guide, scoring grid and answer elements for selection board interviews
5. Development of a guide and scoring grid for reference check interviews
6. Development of communication materials intended to invite candidates to the different stages of the process, including instructions.
7. Preliminary screening of applicants
8. Evaluation and scoring of written exams
9. Participation as an external board member in interviews, documentation and preparation of reports on outcomes
10. Conduct of reference checks via email (requests sent to referees, asking them to complete in writing and return an electronic reference form)
11. Production of reports for the Project Authority on the results of evaluation stages of the staffing process.

TIMELINES:

I am available to begin the work upon contract award. Scheduling of the work will be determined with the project authority upon contract award.

FEES

The fees for these services are [REDACTED] per hour, plus HST. The estimated level of effort for this assignment is [REDACTED] hours. Hence, the total cost for this assignment should not exceed \$8,800, plus HST.

The level of effort for this proposal is based on the assumption that DFO will:

- Have a staff member who will perform the logistical tasks associated to the staffing process (such as scheduling candidates for written exams and interviews; booking rooms for interviews, making arrangements to translate documents; etc.);
- Arrange translation of documents;
- Provide other logistical support

LANGUAGE REQUIREMENTS

The services will be provided in English.

Translation and printing of documents will not be included in the contract and will be under DFO responsibility.

LOCATION OF WORK:

The services will be completed at my workplace, which holds Public Services and Procurement Canada DOS/FSC Document Safeguarding: Protected B.

I will be available to meet with DFO as required, at 200 Kent St, Ottawa, ON.

SECURITY

- Marc Carrière: Reliability Status –File number: [REDACTED] (Granted by the Industrial Security Sector, Public Services and Procurement Canada)
- DOS/FSC Document Safeguarding: Protected B

PSPC PROSERVICES STANDING ARRANGEMENT

Legal Name: Marc Carrière

Standing Arrangement Number: E60ZT-180025/248/ZT

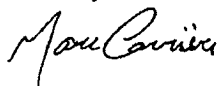
Procurement Business Number: 829470020PG0001

Stream: Stream 8 – Human Resources Services

Category: 8.8 – Staffing Consultant – Level 3

Finally, I look forward to working with you on this assignment. If you have any questions, please do not hesitate to contact me.

Sincerely,



Marc Carrière

s.19(1)
s.20(1)(b)
s.20(1)(c)



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Call-up Against a Standing Offer

Commande subséquente à une offre à commandes

Ship to - Expédier à

Michael Paquette
200 Kent St., ST10N190
Ottawa, ON
michael.paquette@dfo-mpo.gc.ca

FP996

K1A 2H0

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes: Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

Security: The call-up includes security provisions.

Sécurité: La demande comprend des exigences en matière de sécurité.



NO
NON



YES
OUI

If YES, attach a SRCL to the call-up
Si OUI, joindre une LVERS à la demande

Supplier - Fournisseur

Marc Carriere

829470020PG0001

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :



The detailed instructions in the standing offer
Les instructions détaillées dans l'offre à commandes



The address shown in the "Ship to" block
L'adresse indiquée dans la case « Expédier à »



Special instructions below
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Financial Code(s) - Code financier(s)
6H200-471-120-4403-00000-6

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande
Order, Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)
N° de référence du client (facultatif)

E60ZT-180025/248/ZT

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		8,800.00	8,800.00

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
1	To provide support on upcoming advertised EC-07 staffing process, FY18-19	HR			1,500.00
2	To provide support on upcoming advertised EC-07 staffing process, FY 19-20	HR			7,300.00

Special Instructions - Instructions particulières

Total 8,800.00

For further information, call - Pour renseignements supplémentaires, contacter

Delivery required by - Livraison requise le
(YYYY-MM-DD) (AAAA-MM-JJ)

Name - Nom

Michael Paquette

Telephone No. - N° de téléphone

(613) 993-1635

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available.
En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

MAR 08 2019

MAR 08 2019

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

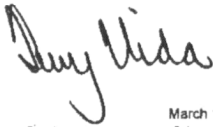
PWGSC-TPSGC 942 (01/2014)

Department of Fisheries and Oceans
Procurement Hub
Material and Procurement Services
301 Bishop Drive
Fredericton, NB E3C 2M6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes y-jointes, les articles et les services énumérés dans les présentes et sur toute feuille y-annexée, au(x) prix indiqué(s).


The vendor hereby accepts this contract Le fournisseur accepte le présent contrat	
Terry Vida, Senior Partner ConversArt Consulting Ltd.	
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)	Signature
	March 12, 2019 Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

ConversArt Consulting Ltd.
1651 promenade Autumn Ridge Drive
Ottawa, ON K1C 6Y1
Phone: (613) 837-6061

Canada

PWGSC-TPSGC 9400-10 (02/97)

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Date of Contract - Date du contrat 2019-03-12		
Contract No. - N° du contrat F5211-180800		
Requisition No. - N° de la demande		
Order Office Bureau demandeur	Yr An	Serial No. N° de série
FP889	19	0001
Financial Code(s) - Code(s) financier(s) 66026-550-120-4403-00000-6		
Duty - Droits Excluded		
F.O.B. - F.A.B. Destination		
Goods and Services Tax - Taxe sur les produits et services Excluded		
Destination see herein - ci inclus		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca		
Address inquiries to: Adresser toute demande de renseignements à: Cindy Gallant, Contracting Officer		
Telephone No. N° de téléphone	Facsimile No. N° de télécopieur	
506 238-1308	(506) 452-3676	
Total est. cost - Coût total est. \$21,600.00	For the Minister - Pour le Ministre  12 Mar, 19	

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File No. - No du dossier
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PROSERVICES CONTRACT

**REQUIREMENT FOR:
ONE (1) 8.4 EMPLOYEE RELATIONS CONSULTANT (SENIOR)
UNDER SA# E60ZT-180028/111/ZT**

FOR THE

**DEPARTMENT OF FISHERIES AND OCEANS
CONTRACT # F5211-180800**

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Articles of Agreement

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

Access to PROTECTED A information/assets at DFO site(s)

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of Fisheries and Oceans Canada (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract or arrangement and any security attachment.

1.2 Statement of Work

This Contract is being issued for the requirement of Professional Services for **Workplace Assessment** for the **Department of Fisheries and Oceans Canada** under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2019.

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1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Gallant
Title: Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive
Fredericton, New Brunswick E3C 2M6
E-mail address: Cindy.gallant@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

Department Name and Address

Name: Mathieu Giroux
Title: Director, Workplace Well-Being
Department: Human Resources and Corporate Services
Address: 200 Kent Street, Ottawa, ON K1A 0E6
Telephone: 613-993-0411
E-mail address: Mathieu.Giroux@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

Contact Name: Terry Vida
Telephone: 613-837-6061
Fax: 613-837-7622
E-mail address: tvida@conversart.com

1.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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1.7 Payment

1.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$21,600.00**. Applicable Taxes are extra.

1.7.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

1.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$21,600.00**. Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

1.8 Method of Payment - Monthly Payment

SACC Manual clause H1008C(2008-05-12) Monthly Payment

1.9 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a

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record of the actual time spent each day by each individual performing any part of the Work.

3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

1.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

1.11 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents specified in the Contract;

2. The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-MPO.facturation@canada.ca

Indicate the **Contract Number**: F5211-180800

Indicate the name of the **Project Authority**: Mathieu Giroux

Indicate the name of the **AP Coder**: Ashely Eades

1.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

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would have been performed if the Contractor had been able to gain access to the premises.

1.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1.14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Checklist;
- (f) Supply Arrangement Number E60ZT-180027/142/ZT; and
- (g) the Contractor's bid dated January 17, 2019 as clarified on March 5, 2019.

1.16 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

1.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.18 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

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2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

1.19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

1.21 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation

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and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX "A" STATEMENT OF WORK

Scope

1.1 Title

Workplace Assessment

1.2 Introduction

This contract is for the provision of services for a workplace assessment.

1.3 Objectives of the Requirement

The objective is to perform interviews, analyse the data and deliver a report that includes recommendations.

1.4 Background, Assumptions and Specific Scope of the Requirement

There are circumstances in a Canadian Coast Guard (CCG) unit that demonstrates some problems exist in managerial/employee relationships. As such, the Commissioner has decided to have a workplace assessment completed to be able to have information and recommendations on which to proceed.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

- Revision and analysis of the relevant documentation related to the case and work unit
- Framing the work with management and the work unit
- Information gathering
- Interviews
- Focus groups
- Written documentation
- Perform an analysis
- Provide recommendations
- Possible provision of feedback to employees
- Possible debrief session with management and/or employees

2.2 Specifications and Standards

All interviews will have been completed and the report will be delivered in a Power Point presentation as well as verbal recommendations.

2.3 Method and Source of Acceptance

The report will be based on all interviews and will be presented by a power point presentation with verbal recommendations to provide logical and rational recommendations for the Commissioner's consideration and be approved by Project Authority.

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2.4 Reporting Requirements

The contractor will provide a progress report on a monthly basis.

2.5 Project Management Control Procedures

CCG management will have meetings or phone conversations with consultant to get a status report.

2.6 Change Management Procedures

Should the mandate change, it will be approved by the Commissioner and communicated back in writing to the consultant.

2.7 Ownership of Intellectual Property

The Crown will own IP.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Support

DFO will provide rooms for the interviews onsite and will provide supporting information to understand the organization. All other work will be conducted away from DFO premises.

3.2 Location of Work, Work site and Delivery Point

The interviews and meetings of the work will be conducted at 200 Kent St, Ottawa, ON

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this Contract must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.3 Language of Work

The consultant must be able to read, write and speak in both French and English.

3.4 Security Requirements

It is a condition that, prior to performance of any obligation under any contract resulting from this Contract, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the reliability level.

3.5 Travel and Living

No travel and living expenses will be paid under this Contract.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 6 months commencing on date of contract award up to and inclusive of 31 August, 2019.

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4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Interviews to start in March 2019

Report to be completed by June 2019

Consultations and coaching to be completed by August 2019

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ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid firm daily rates as follows, for work performed in accordance with the Contract as detailed in Annex A. Customs duties are included and Applicable Taxes are extra.

	Period	Payment Issued upon Completion of Deliverables	All-inclusive fixed Daily Rate	Volumetric Data (estimated)	Total
			A	B	C = A x B
Initial Period: Contract award to 31 March, 2019					
1	Resource: Terry Vida	Upon completion of deliverables for phases 1, 2 and 3			\$21,600.00
Total Estimated Cost Excluding Taxes:					\$21,600.00

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

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ANNEX "C" SECURITY CHECKLIST



Gouvernement
du Canada

Gouvernement
du Canada

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Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Human resources / Work place Well-Being	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The work, a workplace assessment, consists in meeting with employees or groups of employees, collecting information, and producing recommendations for the Commissioner. Le travail, une évaluation de l'emploi, consiste à rencontrer des employés ou des groupes d'employés, recueillir des renseignements, et produire des recommandations pour le Commissaire.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

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PART A (continued) / PARTIE A (suite)

- 8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité.
- 9 Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel
Document Number / Numéro du document

PART B PERSONNEL (SUPPLIER) / PARTIE B PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments.
Commentaires spéciaux

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C SAFEGUARDS (SUPPLIER) / PARTIE C MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

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PART C - (continued) / PART C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer pour chaque catégorie les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégories	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / renseignements / Objets																
Manufacture / Objets Production																
IT Assets / Équipement IT																
IT Unit / Unité Informatique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TDS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Fisheries and Oceans Canada
Pêches et Océans Canada

Purchasing Office – Bureau des achats

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

Email - courriel: Jamey.Guerrero@dfo-mpo.gc.ca

CONTRACT – CONTRAT

Your proposal is accepted to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and/or services listed herein and on any attached sheets at the price or prices set out therefor.

Nous acceptons votre proposition de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les articles et/ou les services énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

X 

For the Contractor - Pour le fournisseur

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN

Excel Information Technology Resources

102 Bank Street, Suite 300
Ottawa, ON
K1P 5N4

Phone 613-230-5393

Fax 613-230-1623

Title – Sujet Web Services for Canada.ca Migration		Date 2019-03-19
Client Reference No. - No. de référence du client FP845-180102		
Contract No. - N° du contrat F5211-190030		
Financial Codes - Codes financiers 61121.250.120.0303.00000.6		
F.O.B. - F.A.B. see herein-ci-inclus	GST - TPS see herein-ci-inclus	Duty - Droits see herein-ci-inclus
Destination of Goods and Services: Destinations des biens et services: Department of Fisheries and Oceans 200 Kent Street Ottawa, ON K1A 0E6		
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies: See herein		
Address Inquiries to: - Adresser toute demande de renseignements : Jamey Guerrero, Senior Contracting Officer Email - Courriel: Jamey.Guerrero@dfo-mpo.gc.ca		
Telephone No. – No. de téléphone 506-461-8547		Fax: 506-452-3676
Total Estimated Cost - Coût total estimatif \$288,000.00 Excluding Taxes		Currency - Devise CAD
For the Minister - Pour le Ministre  Digitally signed by Jamey Guerrero Date: 2019.03.19 11:23:23 -03'00' Date		

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

7.1 REQUIREMENT

- a. The Contractor agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. **Client(s)** : Under the Contract, the "Client" is the Department of Fisheries and Oceans
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>).

a. General Conditions :

2035 (2018-06-21), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

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- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

- b. 6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. **Supplemental General Conditions :**

The following Supplemental General Conditions:

- i. 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;

7.3 SECURITY REQUIREMENT

The following Security Requirement (SRCL and related clauses) applies to the Contract.

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid RELIABILITY STATUS issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of Fisheries and Oceans Canada.
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract and any security attachment.

Additionally, resources may be assessed for Reliability Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

(i) the current level of security clearance granted or approved by Industrial Security Program (ISP)/PWGSC; and

(ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

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7.4 CONTRACT PERIOD

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31, 2020 ; and
- ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- b. **Option to Extend the Contract** :

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.5 AUTHORITIES

- a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jamey Guerrero
Title: Senior Contracting Officer
Organization: Department of Fisheries and Oceans
Address: 301 Bishop Drive, Fredericton, NB, E3C 2M6
Telephone: 506-461-8547
Facsimile: 506-452-3676
E-mail address: Jamey.Guerrero@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

- b. **Project Authority**

The Project Authority for the Contract is:

Name: Lynn Patterson
Title: Manager
Organization: Department of Fisheries and Oceans
Address: 200 Kent Street, Ottawa, ON, K1A 0E6
Telephone: 613-410-8620
E-mail address: Lynn.Patterson@dfo-mpo.gc.ca

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The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

c. Contractor's Representative

The Contractor's Representative for the Contract is:

Name: Ameera Girgis
 Title: Director, IT Services
 Organization: Excel Information Technology Resources
 Address: 102 Bank Street, Suite 300, Ottawa, ON, K1P 5N4
 Telephone: 613-230-3700 ext. [REDACTED]
 Facsimile: 613-230-1623
 E-mail address: ameera@excelitr.com

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 PAYMENT

a. Basis of Payment

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex "B", Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

Estimated Cost: \$288,000.00

- ii. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- iii. **Applicable Taxes:**

Estimated Cost: \$37,440.00

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later

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refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- iii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- A. It is 75 percent committed, or
- B. 4 months before the Contract expiry date, or
- C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

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d. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

f. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.8 INVOICING INSTRUCTIONS

Payments will be made provided that:

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@canada.ca

CC: Louis.Maltais@dfo-mpo.gc.ca

7.9 CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.10 COPYRIGHT IN MATERIAL

- a. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.
- b. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- c. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
- d. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the

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Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

7.11 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

7.12 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2018-06-21);
- d. Annex A, Statement of Work
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the Contractor's bid dated March 12, 2019.

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.14 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period

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will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.15 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :

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- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. Third Party Claims :

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.16 JOINT VENTURE

REMOVED

7.17 PROFESSIONAL SERVICES – GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and

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language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

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7.18 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.19 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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ANNEX "A"

STATEMENT OF WORK

A1.0 Project Title

Web Services for Migration to Canada.ca

A1.0 Background

Continue to work towards implementing the various Departmental and Government of Canada Treasury Board (TB) requirements – Common Look and Feel for Internet 2.0 (CLF), Reduction of Redundant, Outdated, and Trivial Content (ROT), and Standard of Web Content Accessibility Guide (WCAG), as well as improve the end user experience through improved internet Architecture updates. In preparation for the future updates and requirements from Treasury Board Secretariat (TBS), this contract will continue the work already underway and ensure we become compliant with TBS Web Standards and Accessibility.

Purpose

The Department of Fisheries and Ocean's (DFO) Canadian Hydrographic Service Directorate (CHS) requires the services of web developers to assist in the migration and on boarding work for Canada.ca and to support the development and maintenance of the Department's Ecosystem Oceans and Sciences Sector's (EOSS) Inter and Intranet through its transition into Canada.ca.

A1.4 Scope of Work

DFO requires three (3) Web Developers under A.14 of the Task Based Informatics Professional Services Supply Arrangement (TBIPS) at the Intermediate level.

The proposed resources will assist in the creation of a web-based application that creates and edits surveys as well as generates reports in a clean, efficient and user-friendly way. They will organize and maintain content within EOSS maintained websites in preparation for the future migration of all content to the new Web Experience Toolkit (WET) 4 and Canada.ca. Duties will include but are not limited to the following:

Over the course of the Contract, the Contractor will be asked to:

- Create Data Conversion Strategy to address any data quality issues;
- Update Data Dictionaries for ODS;
- Update ODS Design Documentation as required;
- Strategic Assessment on the existing ARCHIBUS RBAC Model;
- Strategic Assessment on the existing ODS/Cognos RBAC Model;
- Strategic IT Security Architecture Vision for RPIMS;
- Data Quality Assessment for ARCHIBUS;
- Data Quality Assessment for Cognos;
- Data Validation Acceptance Test Criteria; and
- Provide knowledge transfer of the developed solution to supporting staff.

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A1.5 Tasks

The Contractor will:

- Assist in the migration of the EOSS maintained websites from WET 3 to WET 4 and Canada.ca.
- Complete daily request tickets from clients to modify content of current websites.
- Work with client internal / external groups to ensure content sites are designed and deployed on time.
- Require the ability to work independently on assigned tasks while being adaptable to changing priorities.
- Capture and analyze client requirements effected from our current website,
- Assist in the re-development of the following Integrated Science Data Management website, Canadian Hydrographic Service website, as well a others within DFO Science.
- The candidate will adapt existing web pages, develop SQL queries, and design ASP web applications working against the Oracle database.
- Assist with the redesign and development of the sites as required to meet the Treasury Board Templates for Canada.ca.
- Record and document work they perform, as well as work independently and interact with clients
- Meet with the Project Authority on a weekly basis to review overall progress towards the project's completion.
 - Return all materials belonging to Fisheries and Oceans upon completion of the Contract;
 - Report to the Project Authority any special circumstances or events affecting the provision of the required services.
 - Submit all written reports 1 copy in hard copy and 1 copy electronic using the standard identified in this Statement of Work.
 - Attend meeting with stakeholders;
 - Participate in teleconferences, as needed;
 - Attend meetings at Department of Fisheries and Oceans sites, if required; and,
 - Maintain all documentation in a secure area.

A1.5 Project Administration

The Project Authority is the designated Project Manager or an authorized representative. The Project Authority will be responsible for the management of the technical aspects of the tasks to be performed.

A1.7 Reporting Requirements

There will be weekly team meetings to review overall progress towards the project's completion.

The Contractor shall:

- Provide weekly progress reports if requested identifying work completed in the past week and work planned for completion for the coming 2 weeks. Progress reports are to be given to the Project Authority over the phone or by email.
- Provide weekly time reporting sheets
- Demonstrate technical progress as requested
- Attend technical meetings as required

All reports to be provided in Microsoft Word as directed by the Project Authority. All deliverables shall be submitted to the Project Authority according to project and technical standards.

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A1.8 Specifications and Standards

The Work is subject to the following Treasury Board standards:

1. Canada.ca Content and Information Architecture Specification
(<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/canada-content-information-architecture-specification.html>)
2. Web Content Accessibility Guidelines (WCAG)
(<https://www.w3.org/TR/WCAG20/>)

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

A1.9 Technical, Operational and Organizational Environment

The Contractor will be in an environment governed by Treasury Board Guidelines for CLF, and that makes use of the following languages and software applications. :

- HTML5, CSS3
- Classic ASP / VBScript
- Dreamweaver
- Photoshop
- JSON
- GIT
- Acrobat Pro
- XML/XLST
- TortoiseSVN
- BOOTSTRAP
- Web Experience Tool Kit (WET) 3 & 4
- Web Development Software
- Skills listed in ProServices stream 1.14 WEB Developer

The following is a typical technical environment currently at the DFO sites. Over the life of the potential agreement, the technical environment will be upgraded and modified in line with the DFO and the federal government strategic direction.

The following is a typical technical environment currently at the DFO sites:

a) PC Software

- Windows 7);
- Spreadsheet Packages - Microsoft Excel;
- Database Packages - Microsoft Access;
- Business Graphics Packages - Microsoft PowerPoint;
- Word Processing Packages - Microsoft Word; and
- Project Management Packages - Microsoft Project.

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b) Network Services

- Windows 2003 (Active Directory);
- Microsoft Exchange/Outlook;
- Microsoft Remote Access Service (RAS);
- Cisco Internetworking Operating System (IOS);
- Domain Name Services (DNS);
- Operational Security, including Intrusion Prevention Systems, URL Filtering, Secure Virtual Private Network (SVPN), Public Key Infrastructure (PKI) of Government of Canada;
- Network Monitoring;
- Wireless Data Networking; and
- Voice over Internet Protocol (VOIP).

c) WEB Browser - Microsoft Internet Explorer and Mozilla Firefox

d) Corporate Applications

- Oracle Financials;
- DFO Forms;
- OpenText Edocs (EKME)/MECTS/PCDOCS/MECTS Lite;
- PeopleSoft;
- GEDS Web500
- ABACUS; and
- RPIMS

A1.10 Method and Source of Acceptance

All work disseminated to the contractors will be done on the Development server and provided back to the client for verification and approval.

All Work rendered under the Contract, including revisions, will be subject to approval by the Project Authority. Any communication with the Contractor regarding the quality of Work performed pursuant to the Contract must be undertaken by correspondence through the Project Authority. The Contractor must provide the Project Authority with deliverables in both hard copy format and electronically in Microsoft Word format.

The Project Authority has the right to reject any deliverables that are not considered satisfactory, or the Project Authority can require their correction before payment will be authorized. The Contractor must inform the Project Authority of any variation from the Work plan without delay. If an unforeseen situation or issue arises that may become a barrier to the conduct of Work outlined in the Contract, the Contractor and the Project Authority will communicate to address the situation. Any changes to the Work plan, methodology, scope of the Work, and/or change in personnel must be approved by the Project Authority. Any changes will be done in writing by means of a Contract Amendment issued by the Departmental Representative.

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A1.11 Project Management Control Procedures

The Project Authority will monitor the progress of the resources. The Project Authority will meet with the Contractor and review all work provided by the Contractor. The Project Authority will provide comments to the Contractor indicating any changes required.

A1.12 Change Management Procedures

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contract Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contract Authority.

A1.13 Ownership of Intellectual Property

Canada has determined that any Material subject to copyright arising from the performance of the Work under the Contract will vest in Canada, as per sub-section 6.5 of the Treasury Board Policy 'Title to Intellectual Property Arising under Crown Procurement'. Examples of such Material (as such is defined in General Conditions 2035) include the deliverables identified in the Statement of Work.

In addition, all information and material created under the Contract, including graphic material, rough notes, file information, maps, data, computer software and source code, and reports shall be the property of Canada, unless otherwise stipulated by the Project Authority.

A1.14 Project Schedule**Expected Start and Completion Dates**


Professional Services are required from the date of contract award to March 31st 2020 and is not to be considered in any way as a commitment from Canada.

DFO reserves the right to exercise two (2) additional twelve (12) month period.

Schedule and Estimated Level of Effort (Work Breakdown Structure)

This level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from the Government of Canada.

Initial Contract Period – From: Contract Award date to March 31, 2020.

Resource	Period 1
Web Developer – Level 1	 days per resource

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File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME


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Option Period – From: April 01, 2020 to March 31, 2021.

Resource	Period 2
Web Developer – Level 1	 days per resource

Optional during Period 2 – From: April 01, 2021 to March 31, 2022.

Resource	Period 2
Web Developer – Level 1	 days per resource

A1.15 Confidentiality

Contractor agrees to hold as confidential and shall not disclose any information gathered through assignment(s) or the knowledge of pending assignments. The only exception is that confidential information received by the contractor may be disclosed to the employees of the contract(s) if and only to the extent that disclosure of such information is necessary for the performance of the duties of these individuals.

A2.0 Security Requirements at time of bid closing

It is a condition that, prior to performance of any obligation under any contract resulting from this RFP, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the Enhanced Reliability level.

A3.0 OTHER TERMS AND CONDITIONS OF THE SOW**A3.1 Departmental Support**

Fisheries and Oceans Canada will provide the Contractor with access to the following for the purposes of completing the work requirements of the contract. It is to be understood that all accesses and privileges, products and services shall be ended or revoked upon contract termination.

- Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Access to facilities and equipment (i.e. a workstation with a computer and associated software)
- Access to a staff member who will be available to coordinate activities
- Provide comments on draft reports within 5 (five) working days
- Provide other assistance or support.

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A3.2 Location of Work, Work site and Delivery Point

Work will be performed at the following location:

200 Kent St., 12th Floor, Ottawa, Ontario

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

Individual contractors will be required to work off site connecting via VPN, however periodically they will be required to come in to the office for meetings with clients and managerial staff.

A3.3 Language of Work

The documents are provided in both official languages.

The work for this contract will be carried out in English. The resources **must** provide services and any reports and/or documentation in English (Written, Spoken, and Comprehension) at the intermediate level. Please see below legend.

LANGUAGE PROFICIENCY GRID			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.

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Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none">•support opinions; and understand and express hypothetical and conditional ideas	<p>A person reading at this level can:</p> <ul style="list-style-type: none">• understand most complex details, inferences and fine points of meaning; and• have a good comprehension of specialized or less familiar material.	<p>A person writing at this level can:</p> <ul style="list-style-type: none">• Write texts where ideas are developed and presented in a coherent manner.
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s.20(1)(b)

s.20(1)(c)

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ANNEX "B"
BASIS OF PAYMENT

The Contractor will be paid firm daily rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Initial Contract Period – Contract Award Date to March 31, 2020			
Category of Resource	Level of Expertise	Resource Name	All-Inclusive fixed Per-Diem Rate
A.14 Web Developer	Intermediate	Matthew McGowan	
A.14 Web Developer	Intermediate	Timothy Wiens	
A.14 Web Developer	Intermediate	John Woermke	

Total Estimated Cost – Limitation of Expenditure: \$288,000.00

Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

Optional Period 1 – April 1, 2020 to March 31, 2021			
Category of Resource	Level of Expertise	Resource Name	All-Inclusive fixed Per-Diem Rate
A.14 Web Developer	Intermediate	Matthew McGowan	
A.14 Web Developer	Intermediate	Timothy Wiens	
A.14 Web Developer	Intermediate	John Woermke	

s.20(1)(b)
s.20(1)(c)

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Optional Period 2 – April 1, 2021 to March 31, 2022

Category of Resource	Level of Expertise	Resource Name	All-Inclusive fixed Per-Diem Rate
A.14 Web Developer	Intermediate	Matthew McGowan	
A.14 Web Developer	Intermediate	Timothy Wiens	
A.14 Web Developer	Intermediate	John Woermke	

Contract No. - N° du contrat

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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

F5211-190030

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Science/Canadian Hydrographic Services
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail consolidating all DFO science web pages into a single location; upgrading the web pages and refacing web applications to conform to the latest TBS and SSC standards; providing support for sciences web content and content modification updates.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?



No
Non

Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



No
Non

Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Fisheries and Oceans
Canada

Pêches et Océans
Canada

PURCHASE ORDER

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the supplier (as named herein).

COMMANDE D'ACHAT

Cette commande d'achat est faite en date d'octroi de contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté") représenté par le Ministre des Pêches et Océans Canada (ci-après appelé "Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

SUPPLIER – FOURNISSEUR
FAST TRACK STAFFING 1188 WELLINGTON STREET WEST OTTAWA, ON K1Y 2Z5 Canada

IMPORTANT	
The Contract No. must appear on invoices, B/L, packing lists, correspondence and outside containers. Le No. de contrat doit être indiqué sur les factures, les connaissements, les listes d'emballage, la correspondance et à l'extérieur des contenants.	
Contract No./ No. de contrat.	FP918-18007
Amend. No./No. de modif	0

ISSUED BY – PRÉPARÉ PAR
HMES, DIRECTOR GENERAL'S OFFICE 200 KENT STREET OTTAWA, ON K1A 0E6 Tel: 343 542-9557 E-mail: NATASHA.CLARK@DFO-MPO.GC.CA

Contract Award Date/ Date d'octroi de contrat	20-MAR-2019
Address Enquiries to - Adresser toute demande à Tel: E-mail:	

SHIP TO/ FP918 EXPÉDIER À:	BILL TO/ DFO invoicing-facturation.MPO@canada.ca FACTURER À:
HMES, DIRECTOR GENERAL'S OFFICE 200 KENT STREET OTTAWA, ON K1A 0E6 Canada	DFO-ACCOUNTS PAYABLE/MPO-COMPTES PAYABLE PO BOX 1901, STN A / CP 1901, STN A FREDERICTON, NB E3B 5G4 Canada <u>Attn: CLARK, NATASHA</u>

Departmental Financial Codes - Codes financiers ministériel 6H100-317-120-4403-96245-6		Freight Terms - Conditions pour les frais de transport	
		Contract End Date - Date de fin du contrat	
FOB – FAR	PST No. - N° de TVP Exemption	HST/GST - TPS / TVH EXTRA	Estimated Total Cost - Prix total prévu 8,600.00 CAD (Tax excluded)/(Taxe exclus)

Continued/ suite...

Canada

Fisheries and Oceans
CanadaPêches et Océans
Canada

Page

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of 3

3

PURCHASE ORDER
(Continuation sheet)**COMMANDE D'ACHAT**
(suite)**P.O. No. - N° de commande**

FP918-18007

Amend. No. - N° de modif.

0

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase order.

Le Fournisseur accepte de fournir Pêches et Océans Canada les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de cette commande d'achat.

Continued/ suite...

Item no. No Article	Description Description	Delivery Date Date de livraison	Quantity Quantité	U of I U de D	Unit Price Prix unitaire	Extended Cost Prix total prévu
1	Staffing support	31-MAR-19		EA /CH-EACH/C HACUN		8,600.00

Canada



Fisheries and Oceans Canada
Pêches et Océans Canada

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PURCHASE ORDER
(Continuation sheet)

COMMANDE D'ACHAT
(suite)

P.O. No. - N° de commande	FP918-18007
Amend. No. - N° de modif.	0

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...

FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature 	Witness - Témoin	Date March 26, 2019
Print or type - Imprimer ou dactylographier Michelle Deveau	Position title - Titre du poste Business Support Associate	
Signature 	Witness - Témoin 	Date MAR 27 2019
Print or type - Imprimer ou dactylographier Nicholas Winfield	Position title - Titre du poste Director General	
APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE		
Signature	Position title - Titre du poste	Date
Print or type - Imprimer ou dactylographier		

Canada

Procurement Hub
Fisheries and Oceans Canada
301 Bishop Drive
Fredericton, NB
E3C 2M6

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended; unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié; sauf indication contraire, les modalités du contrat demeurent les mêmes.

The vendor hereby accepts/acknowledges this amendment
Le fournisseur accepte la présente modification/en accuse réception

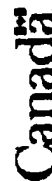

R. Brady

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression) Signature

27,9
Date

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

S.I. Systems
Suite 300, 170 Laurier Avenue West
Ottawa, ON
K1P 5V5



PWGSC-TPSGC 9400-13 (2/97)

PWGSC File No. - N° de référence des TPSGC F5211-180316		Page 1 of 3
Date of Amendment - Date de la modification March 21st, 2019	No. - N° 2	
Contract No. - N° du contrat F5211-180316		
Requisition No. - N° de la demande Order Office Bureau demandeur FP857	Yr An 18	Serial No. N° de série 0004
Financial Code(s) - Code(s) financier(s) 62310-411-120-4403-96136-6		
Destination Fisheries and Oceans / DG Resource Mgmt 200 KENT ST. 13TH / FL STN 13029 Ottawa ON K1A 0E6		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: see herein		
Increase Augmentation \$0.00	Address inquiries to: Adresser toute demande de renseignements à: Cal Laking - Contracting Services Cal.Laking@dfo-mpo.gc.ca	
Decrease Diminution \$0.00	Telephone No. N° de téléphone 506-478-3581	Facsimile No. N° de télécopieur 506-452-3676
Revised estimated cost Nouvelle estimation des coûts 30,488.00	For the Minister - Pour le Ministre Digitally signed by Laking, Cal Date: 2019.03.28 09:13:57 -03'00'	



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This Amendment is issued to extend the contract to April 19th, 2019.

The Contract is amended as follows:

6.4 Term of Contract

6.4.1 Period of the Contract

DELETE in its entirety

INSERT The period of the Contract is from contract award to April 19th, 2019.

ANNEX "A" STATEMENT OF WORK

3.3 Deliverables

DELETE in its entirety

INSERT

- A) At-Sea Observer Program (General)
 - I. Production and delivery of a web-based interactive training program for At-Sea Observers in Canada.
 - II. Course duration should take approximately 90 minutes.
 - III. Course should be in both English and French.
 - IV. Program should be accessible at <website to be confirmed>.
 - V. Status updates for Project Authority monthly.
 - VI. Draft product should be ready for Project Authority review by February 28, 2019.
 - VII. Incorporate revisions and feedback of Project Authority.
 - VIII. Final product should be ready for launch by April 19, 2019.
- B) Course Transcript
 - IX. Revise and finalize the course transcript.
 - X. Course transcript should be based on program content and should provide the information needed to train At-Sea Observers to learn how to accurately identify marine mammal species.
 - XI. Transcript should also include a short multiple choice quiz for the user.
 - XII. Transcript should apply to both the Pacific and Atlantic Coasts.
 - XIII. Transcript should be available in both English and French.
 - XIV. Transcript should be ready for Project Authority review by January 31, 2019.
 - XV. Incorporate revisions and feedback of Project Authority.
 - XVI. Transcript should be ready for launch by April 19, 2019.
- C) Design and development
 - I. Design and development of the web content, including all necessary interactive elements (multimedia content provided by DFO).
 - II. All web content should be available in both French and English.
 - III. Draft should be ready for DFO review by February 28, 2019.
 - IV. Incorporate revisions and feedback of Project Authority.
 - V. Final product should be ready for launch by April 19, 2019.

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CanadaPêches et Océans
Canada**ANNEX "B" BASIS OF PAYMENT****DELETE**

Contract Period (Award to March 31 st , 2019)			(A)	(B)	(C)
Category of Personnel	Level of Expertise	Name of Resource	Estimated # of Days	Firm Daily Rate	Total Cost C = (A x B)
1.14 Web Developer	Intermediate	Dave Leroux			\$30,488.00
1.14 Web Developer	Intermediate	Scott Charwood			
All-inclusive Price (excluding taxes)					\$30,488.00

INSERT

Contract Period (Award to April 19 th , 2019)			(A)	(B)	(C)
Category of Personnel	Level of Expertise	Name of Resource	Estimated # of Days	Firm Daily Rate	Total Cost C = (A x B)
1.14 Web Developer	Intermediate	Dave Leroux			\$30,488.00
1.14 Web Developer	Intermediate	Scott Charwood			
All-inclusive Price (excluding taxes)					\$30,488.00

This Amendment shall form part of the above-mentioned Contract. All other terms and conditions of the said mentioned Contract shall remain unchanged and in force.

CONTRACT SUMMARY

Original Contract Value	\$30,488.00 (excluding taxes)
Amendment No. 1	\$0 (excluding taxes)
Revised Contract Total	\$30,488.00 (excluding taxes)



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

SSC R.O. Code Code B.R. ASC	Customer Department Code Code du ministère client	Call-up No. - Commande n°	Amend No. Mod. n°
		F5211-180674	

CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP

To the Supplier: Your standing offer referred to below is hereby accepted.

- You shall supply the services of personnel as specified hereunder and in accordance with the terms and conditions set out in the standing offer.
- You shall supply only the services included in the standing offer against this call-up.

COMMANDE SUBSÉQUENTE À UNE OFFRE À COMMANDES POUR DU PERSONNEL TEMPORAIRE

Au fournisseur : Votre offre à commandes mentionnée ci-dessous est par la présente acceptée.

- Vous devez fournir les services du personnel précisés ci-après, selon les conditions énoncées dans l'offre à commandes.
- Vous ne devez fournir, en vertu de cette commande, que les services stipulés dans l'offre à commandes.

Supplier - Fournisseur Quantum Management Services Ltd. 275 Slater Street, Suite 500 Ottawa, ON K1P 5H9	Vendor Code Code du fournisseur	Departmental Responsibility Centre - Centre de responsabilité du ministère Fisheries and Oceans Canada Admin. management bureau 200 Kent Street Ottawa, ON K1A 0E6
--	------------------------------------	--

- Invoices are to be distributed in accordance with the instructions in the standing offer and/or detailed below. All invoices shall show the standing offer number and financial code.
- Distribuer les factures selon les instructions énoncées dans l'offre à commandes et (ou) ci-dessous. Toutes les factures doivent porter le numéro de référence de l'offre et le code financier.

Individual to Report to: La personne doit se présenter à :	Name - Nom ► Kevin Wisener
Location - Adresse Fisheries and Oceans Canada Information Technology and Security Branch 200 Kent Street 12th floor Ottawa, ON K1A 0E6	

STANDING OFFER - OFFRE À COMMANDES			
No. - N° E60ZN-110002/113/ZN	Expiry Date Date d'expiration 2019-03-21	Financial Code - Code financier 61121-220-120-4421-92086-6	
Consignee Code Code du destinataire FP845		Insert Paying Office Code if different from Consignee Code Inscrire le code du bureau payeur s'il diffère du code du destinataire	

Classification			Language Ex. Linguistiques		Additional Skill Autre compétence	Period of Assignment Période d'affectation				TOTAL		Hourly Rate Taux horaire	Current Estimated Cost Coût actuellement prévu
Group Groupe	Sub-Group Sous-groupe	Level Niveau	Uni.	or/ou Bil		From - De Y-A M D-J	Date	To - À Y-A M D-J	Hours Heures	Days Jours			
5	a	2	<input type="checkbox"/>	<input checked="" type="checkbox"/>		2019-03-04		2019-06-28	615	82	36.40	\$ 22,386.00	

Reason for Call-up - Motif de la commande
Temporary workload increase for which insufficient permanent staff is available

Temporary Help Employee's Name - Nom de l'employé d'aide temporaire Cybilte Meambly	Commitment No. - N° d'engagement
--	----------------------------------

CUSTOMER DEPARTMENT OR AGENCY USE ONLY - RÉSERVÉ À L'USAGE DU MINISTÈRE CLIENT OU DE L'ORGANISME

Please submit your invoices to: DFO.invoicing-facturation.MPO@canada.ca

Financial Management - Intermediate - Bilingual

For additional information contact: Pour de plus amples renseignements, s'adresser à :		Confirmation of telephone order placed on: Confirmation de la commande téléphonique du :		Y-A M D-J 2019-02-05
Name - Nom Emmanuelle Porter	Tel. No. - N° de tél. (506) 452-3518	By - Par Emmanuelle Porter	With - À Jennifer Curtis	
The undersigned has been officially authorized to sign call-ups against standing offers. Le soussigné a été officiellement autorisé à signer les commandes subséquentes aux offres à commandes.				
Signature	Date 2019-02-05	Department or Agency - Ministère ou organisme Fisheries and Oceans Canada		

Canada

1 Supplier
Fournisseur

2 3 4 5

Customer Department or Agency Use Only
Réservé à l'usage du ministère client ou de l'organisme

PWGC-TPSGC 8251 (11/96) 7540-21-884-3158



Public Works and Government
Services Canada

Travaux publics et Services
gouvernementaux Canada

Fisheries and Oceans Canada | Pêches et

Océans Canada

200 Kent Street

Ottawa, Ontario K1A 0E6

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The vendor hereby accepts this contract
Le fournisseur accepte le présent contrat

Dan Moorcroft, President/ CEO

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (caractère d'impression)

Signature

March

2019

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

QMR Consulting & Professional Staffing

75 Albert Street Suite 906

Ottawa, ON K1P 5E7

Canada

PWGC-TPSGC 9400-10 (02/97)

PWGC File No. - N° de référence des TPSGC EN578-060502/221/ZT		Page 1 of 14
Date of Contract - Date du contrat March 27, 2019		
Contract No. - N° du contrat FP802-180298		
Requisition No. - N° de la demande Order Office Bureau demandeur FP802	Yr An 18	Serial No. N° de série 0298
Financial Code(s) - Code(s) financier(s) 65600-524-120-4421-00000-6		
Duty - Droits Included		
F.O.B. - F.A.B. Included		
Goods and Services Tax - Taxe sur les produits et services \$19,500.00		
Destination See Herein		
Invoices - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'original et deux copies à: DFO.invoicing-facturation.MPO@canada.ca cc: Stephanie.Lamarche@dfo-mpo.gc.ca		
Address inquiries to: Adresser toute demande de renseignements à: Stephane Julien		
Telephone No. N° de téléphone 343-548-5181	Facsimile No. N° de télécopieur	
Total est. cost - Coût total est. \$150,000.00		

For the Minister - Pour le Ministre

March 29/19



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The Contractor's THS Supply Arrangement (SA) no. EN578-060502 and Annexes are hereby incorporated into and form part of this Contract by reference.

Requirement Summary

1. Statement of Work

Background and Description of Work

[Insert details for every requirement (include overtime if applicable). Refer to classification descriptions as appropriate. Attach as an annex if additional space needed.]

2. Classification of Personnel Required; in accordance with THS Supply Arrangement

Below is a list of the classification(s) of personnel required to fulfill this requirement and it is in accordance with THS Supply Arrangement

The following table lists the name(s) of the THS resource(s); information regarding the THS requirement; and Firm hourly rates and total cost of contract.

Name of Resource / Resource Ref No.	Stream number, Classification & Level of Expertise	Required Personnel Security screening	Bilingual (Y/N)	Firm Hourly rate	Estimated Total Hours	Total Estimated cost GST/HST extra
John Kevin Lindsey	5A. Special Advisor Advanced Level	Secret	Y			\$150,000.00
SUBTOTAL:						\$150,000.00

3. Work Location

National Capital Region, mainly 300 Laurier Avenue West, Ottawa, Ontario.

Articles of Agreement

1. Security Requirement

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to **PROTECTED/CLASSIFIED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **RELIABILITY STATUS OR SECRET**, granted or approved by CISD/PWGSC.

1.3 The Contractor **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.



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1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:

1. THS Generic Security Requirements Check List EN578-060502-SA3, EN578-060502-SA4, attached at Annex "B" of the Contractor's Supply Arrangement for Temporary Help Services, incorporated herein by reference.
2. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work.

THS resource(s) must meet the Minimum Mandatory Qualifications detailed in the THS Supply Arrangement for the applicable classification and level of expertise.

Classifications Table of Contents (Version 1)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 29, 2020 inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephane Julien
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street - 9E0254
Ottawa ON K1A 0E6
Telephone: 343-548-5181
E-mail address: Stephane.Julien2@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



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5.2 Project Authority

The Project Authority for the Contract is:

Name: Tom Roberts
Title: DG, Budget, Planning and Financial Management
Organization: Budget, Planning and Financial Management (BPFM)
Address: 200 Kent, street Ottawa, Ontario K1A0E6
Telephone: 613-993-9372
Facsimile: N/A
E-mail address: Tom.Roberts2@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: Evelyn Speers
Title: Account Executive
Organization: QMR Consulting & Professional Staffing
Address: 75 Albert Street Suite 906
Telephone: 613-234-4972
Facsimile: 613-234-6654
E-mail address: bidresponse@qmrconsulting.com

6. Payment

6.1 Basis of Payment

The Contractor will be paid firm hourly rates as indicated herein, for work performed in accordance with the Contract. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

6.2 Limitation of Expenditure

1. Canada's total liability under the Contract will not exceed \$150,000.00 GST or HST extra.
2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority for the Contract, prior to their incorporation into the Work.

The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:

- i. it is 75 percent committed, or
- ii. four (4) months prior to the Contract end date, or
- iii. If the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.



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The above limitation of expenditure amount is included for the administrative purposes of Canada only and does not represent any commitment on the part of Canada to pay any amounts except as expressly set out in this Contract.

3. In the event that the notification refers to inadequate funds, the Contractor will provide to the Contracting Authority in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

6.3 Goods and Services Tax / Harmonized Sales Tax (GST/HST)

1. All prices and amounts of money in the Call-up/Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
2. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

6.4 Method of Payment

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.

Payment by Credit Card

Canada will pay invoices on contracts against the Supply Arrangement by:

- ☐ MasterCard
- ☒ Direct Deposit

7. Audit

All costs and charges to the Contract may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

Any payments made pending completion of the audit will be regarded as interim payments only and will be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it will be refunded promptly to Canada. Supporting information for each element of cost will be available and will be in sufficient detail that an in-depth audit can be performed.

8. Suitability of Services

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to Canada's schedule and standards. Resources assigned must be capable of performing the Contract at a level of competence considered acceptable by Canada.



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Should resources be found unsuitable and the Contractor is notified within four (4) hours from the commencement of the start of his/her services, Canada will not be liable for payment to the Contractor for that period.

9. Access to Canada's Facilities

1. The Contractor resource may be required to perform the work on-site in Canada offices or off-site at the Contractors facilities, where applicable.
2. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - i. Designated User's premises;
 - ii. Designated User's computer systems (micro computer network);
 - iii. Documentation;
 - iv. Personnel for consultation; and,
 - v. Office space, telephones, desk space, manuals and terminals.
3. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
4. Subject to the approval of Canada, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Canada's convenience.

10. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. SACC Manual Clauses

The following table lists the Standard Acquisition Clauses and Conditions (SACC) manual clauses applicable:

Number	Date	Description
A7017C	2008-05-12	Replacement of Specific Individuals
B9028c	2007-05-25	Access to Facilities and Equipment
A9068C	2010-01-11	Government Site Regulations
C0711C	2008-05-12	Time Verification
C0705C	2010-01-11	Discretionary Audit

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



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13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. the Articles of Agreement;
2. 2010B (2018-06-21) Conditions - Professional Services (Medium Complexity);
3. Annex "A" - Statement of Work;
4. Annex "B" - Security Requirements Check List;
5. the Contractor's THS Supply Arrangement (SA) no. EN578-060502/221/ZT
6. the Contractor's bid dated March 13, 2019.



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ANNEX "A" - STATEMENT OF WORK

1.0 TITLE

Temporary Help Services of an Advanced Special Advisor

2.0 BACKGROUND AND DESCRIPTION OF WORK

The Assistant Deputy Minister and Chief Financial Officer is responsible for:

- 2.1 The development, direction and management of the Departmental strategic and operational planning/reporting, risk management, investment and program management, budget planning, budget allocation, resources management, financial operations and control, costing for significant revenues/cost recovery, the management of cash flow, and program evaluation; as well as leading the development and the integrity of the major Departmental documents to Central Agencies;
- 2.2 Support to the Deputy Minister, as the Senior Financial Officer (SFO), as the Department discharge its accountabilities under the Financial Administration Act and the Federal Accountability Act; and,
- 2.3 The provision of expert advice and counsel on a wide range of public management priorities and issues.

The Department is exploring the feasibility and steps required to move to an accrual based budgeting and funding model to manage its capital asset base. For this work to be successful, expert advisory services will be required to help assess the implications of this transition and identify key steps required for implementing this change.

3.0 DUTIES ARE EXPECTED TO INCLUDE (BUT ARE NOT LIMITED TO):

- 3.1 Providing advice and guidance on the management of an accrual envelope. This would include: outlining key considerations and risks; advising on resource requirements to successfully manage the capital accrual envelope; identifying and defining quantitative analytics that would need to be undertaken to prepare for such a transition; and, advising on change management activities that would increase success;
- 3.2 Developing a transition and implementation plan for an accrual based capital vote;
- 3.3 Providing coaching and mentoring for key staff;
- 3.4 Providing advice on project related issues; and,
- 3.5 Providing other ad-hoc support to the Chief Financial Officer (CFO) and staff involved in assessing and (if decision is taken) implementing this funding model transition

4.0 APPROACH

The process to complete the assessment includes:

- 4.1 Review of all documentation and other information as currently available in relation to the recent past years, current year and forecast future financial position of the Department.
- 4.2 Review Central Agency requirements and analyze the Departmental approach to ensure consistency and compliance;
- 4.3 Research other government departments' best practices to inform the Department of Fisheries and Oceans Canada (DFO)'s approach;



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- 4.4 Development of questions and other comments related to the issues, pressures and concerns raised through the review of the financial position, to obtain insight into challenges faced by the program areas in the delivery of departmental programming;
- 4.5 Interviews and discussions, where necessary, with the various responsible functions within the Department to help identify issues, clarify positions and develop options for strengthening and streamlining the current financial strategic approach;
- 4.6 Completion of a draft assessment with recommendations for consideration on potential future changes to the funding model and resource allocation process, as necessary, for dissemination and discussion with officials of the Department (one language only); and,
- 4.7 Discussions and meetings as required to ensure that all parties understand and accept the recommendations of the assessment - Completion of the final report (one language only).

5.0 LOCATION OF WORK

The primary location of work will be the National Capital Region (NCR), primarily at 200 Kent Street, Ottawa, Ontario.

6.0 TRAVEL

No travel outside of the National Capital Region is expected and Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

7.0 LANGUAGE REQUIREMENTS

All work including tasks and deliverables will be completed in English at the advanced level only (see Language Grid below.) However, interviews can be conducted in either official language (i.e. French or English), as required.



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Temporary Help Services (THS) LANGUAGE PROFICIENCY GRID

Legend/Légende	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can</p> <ul style="list-style-type: none"> ask and answer simple questions, give simple instructions, and give uncomplicated directions relating to routine work situations 	<p>A person reading at this level can</p> <ul style="list-style-type: none"> fully understand very simple texts, grasp the main idea of texts about familiar topics, and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks 	<p>A person writing at this level can</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person
Intermediate	<p>A person speaking at this level can</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics, report on actions taken, give straightforward instructions to employees, and provide factual descriptions and explanations 	<p>A person reading at this level can</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts, identify specific details, and distinguish main from subsidiary ideas 	<p>A person writing at this level can</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary
Advanced	<p>A person speaking at this level can</p> <ul style="list-style-type: none"> support opinions, and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning, and have a good comprehension of specialized or less familiar material 	<p>A person writing at this level can</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner



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ANNEX B - SECURITY REQUIREMENT CHECK LIST (SRCL)

Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat EN578-0605C3-SAS	
		Security Classification / Classification de sécurité UNCLASSIFIED	

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)																																			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada		2. Branch or Directorate / Direction générale ou Direction PSBD/Acquisitions																																	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant																																	
4. Brief Description of Work / Brève description du travail Request for Supply Arrangements (RFA) for the provision of Temporary Help Services (THS) to be provided for the National Capital Area (NCA) on an "if and when requested" basis.																																			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out																																	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out																																	
6. Indicate the type of access required / Indiquer le type d'accès requis																																			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Out																																	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out																																	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Out																																	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Canada <input checked="" type="checkbox"/></td> <td style="width: 33%;">NATO / OTAN <input type="checkbox"/></td> <td style="width: 33%;">Foreign / Étranger <input type="checkbox"/></td> </tr> </table>				Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>																													
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7. b) Release restrictions / Restrictions relatives à la diffusion																																			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:																																	
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7. c) Level of information / Niveau d'information																																			
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TBS/ECT 350-103(2004/12)	Security Classification / Classification de sécurité UNCLASSIFIED	
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Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Canada



Government
of Canada / Gouvernement
du Canada

Contract Number / Numéro du contrat EN578-080-602-SAS
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

9. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: ☒ No ☐ Yes
Non Oui

10. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document: ☒ No ☐ Yes
Non Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY R1AT1R COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unescorted personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unescorted personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCS 380-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

ENS70-060-932-GA3

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Informations														
Documents / Documents														
IT Data / Données IT														
IT Tools / Outils IT														
Other / Autres														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EN578-000802-SA3

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Charge de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

RILEY, STEPHANIE

SUPPLY SPECIALIST

Telephone No. - N° de téléphone
619-856-1878

Facsimile No. - N° de télécopieur
619-987-2229

E-mail address - Adresse courriel
stephanie.riley@tpsg-pwsc.gc.ca

Date
2012/02/23

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Charon, Arrick

SO

Telephone No. - N° de téléphone
619-856-0815

Facsimile No. - N° de télécopieur
619-854-1448

E-mail address - Adresse courriel
arrick.charon@tpsg-pwsc.gc.ca

Date
Feb 24, 2012

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
☐ Yes

☐ Non
☐ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Stephane Julien

Senior Contracting Officer

Julien,
Stephane 2

Digitally signed by Julien,
Stephane 2
Date: 2012.02.19 09:55:45
-0500

Telephone No. - N° de téléphone
343-548-5181

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel
stephane.julien2@tpsg-pwsc.gc.ca

Date
February 19, 2012

17. Contracting Security Officer / Responsable de la sécurité des contrats

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Julie Antiporda
Tel/Tél - 619-856-6342 / Fax/Téléc - 619-854-4171

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date
Mar 1, 2012

TBS/SC 380-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

SSC R.O. Code Code B.R. ASC	Customer Department Code Code du ministère client	Call-up No. - Commande n°	Amend No. Mod. n°
		FP802-180309	

CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP

To the Supplier: Your standing offer referred to below is hereby accepted.

- You shall supply the services of personnel as specified hereunder and in accordance with the terms and conditions set out in the standing offer.
- You shall supply only the services included in the standing offer against this call-up.

COMMANDE SUBSÉQUENTE À UNE OFFRE À COMMANDES POUR DU PERSONNEL TEMPORAIRE

Au fournisseur : Votre offre à commandes mentionnée ci-dessous est par la présente acceptée.

- Vous devez fournir les services du personnel précisés ci-après, selon les conditions énoncées dans l'offre à commandes.
- Vous ne devez fournir, en vertu de cette commande, que les services stipulés dans l'offre à commandes.

Supplier - Fournisseur			Vendor Code Code du fournisseur		Departmental Responsibility Centre - Centre de responsabilité du ministère					
Altis Human Resources					Fisheries and Oceans Canada					
102 Bank Street, Suite 302 Ottawa, ON K1P 5N4					200 Kent Street Ottawa, ON K1A 0E6					
<ul style="list-style-type: none"> Invoices are to be distributed in accordance with the instructions in the standing offer and/or detailed below. All invoices shall show the standing offer number and financial code. Distribuer les factures selon les instructions énoncées dans l'offre à commandes et (ou) ci-dessous. Toutes les factures doivent porter le numéro de référence de l'offre et le code financier. 					Individual to Report to: Name-Nom La personne doit se présenter à: Stephen Virc					
					Location - Adresse					
					Fisheries and Oceans Canada 200 Kent Street - 7th Floor Ottawa, ON K1A 0E6					
STANDING OFFER - OFFRE À COMMANDES										
No. - N°			Expiry Date Date d'expiration							
E60ZN-110002/022/ZN			2019-03-31							
Financial Code - Code financier 61410-805-120-4421-96006-6					Consignee Code Code du destinataire FP802		Insert Paying Office Code if different from Consignee Code Inscrire le code du bureau payeur s'il diffère du code du destinataire			
Classification		Language Ex. Linguistiques		Additional Skill Autre compétence	Period of Assignment Période d'affectation		TOTAL		Current Estimated Cost Coût actuellement prévu	
Group Groupe	Sub-Group Sous-groupe	Level Niveau	Uni. or/ou Bil		From - De Y-A M D-J	Date To - À Y-A M D-J	Hours Heures	Days Jours		
5F		3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2019-03-11	2020-02-07	1080	144	\$73.42	\$79,293.60

Reason for Call-up - Motif de la commande

Additional staff during a temporary workload increase in which there is an insufficient number of public servants available to meet the requirement.

Temporary Help Employee's Name - Nom de l'employé d'aide temporaire	Commitment No. - N° d'engagement
Patricia Ann Haddad	FP917-18010

CUSTOMER DEPARTMENT OR AGENCY USE ONLY - RÉSERVÉ À L'USAGE DU MINISTÈRE CLIENT OU DE L'ORGANISME

Special Advisor- Advanced Level
Bilingual
Pre-Approved SRCL # E60ZN-110002/S03 - Secret.
Reporting to: Stephen Virc tel: (613) 990-0280
Please refer to Annex A for Duties.

For additional information contact: Pour de plus amples renseignements, s'adresser à :		Confirmation of telephone order placed on: Confirmation de la commande téléphonique du :		Y-A M D-J 2019-01-21
Name - Nom	Tel. No. - N° de tél.	By - Par	With - À	
Stéphane Julien	(343) 548-5181	Stéphane Julien	Josee Maillet	

The undersigned has been officially authorized to sign call-ups against standing offers.

Le soussigné a été officiellement autorisé à signer les commandes subséquentes aux offres à commandes.

Signature	Digitally signed by Julien, Stéphane 2 Date: 2019.03.06 11:08:31 -05'00'	Date	Department or Agency - Ministère ou organisme
Julien, Stéphane 2		2019-03-06	Fisheries and Oceans Canada



1 Supplier
Fournisseur

2 3 4 5 Customer Department or Agency Use Only
Réservé à l'usage du ministère client ou de l'organisme

PWGSC-TPSGC 8251 (11/96) 7540-21-884-3158

FILE #: FP802-180309

ANNEX A – DUTIES

- Planning, processing and reporting on DFO Science financial systems in particular G&Cs.
- Monitoring, evaluating and providing hands-on assistance in finances, including G&C strategic planning.
- Reviewing and proposing amendments to policies and guidelines concerning governance, performance reporting and risk management of DFO Science's G&C programs.
- Reviewing documents regarding DFO Science's finances, including briefing materials, position papers, speaking points, corporate reporting, protocols, presentations for consistency with departmental and other government department positions.
- Provide, hands-on technical training to DFO Science administration staff on financial planning and processing using specific software that include ABACUS financial system, DFO's Management Reporting System (MRS), Multi-Year Financial Planning System (MYFPS), Departmental Financial Reporting (DFR) and Salary Information Management System (SMIS).



Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

SSC R.O. Code Code B.R. ASC	Customer Department Code Code du ministère client	Call-up No. - Commande n°	Amend No. Mod. n°
	DFO	FP802-180292	

CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP

To the Supplier: Your standing offer referred to below is hereby accepted.

- You shall supply the services of personnel as specified hereunder and in accordance with the terms and conditions set out in the standing offer.
- You shall supply only the services included in the standing offer against this call-up.

COMMANDE SUBSÉQUENTE À UNE OFFRE À COMMANDES POUR DU PERSONNEL TEMPORAIRE

Au fournisseur : Votre offre à commandes mentionnée ci-dessous est par la présente acceptée.

- Vous devez fournir les services du personnel précisés ci-après, selon les conditions énoncées dans l'offre à commandes.
- Vous ne devez fournir, en vertu de cette commande, que les services stipulés dans l'offre à commandes.

Supplier - Fournisseur	Vendor Code Code du fournisseur	Departmental Responsibility Centre - Centre de responsabilité du ministère
Dynamic Personnel Consultant 1400-420 O'Connor Street Ottawa Ontario K2P 1W4		Fisheries and Oceans 200 Kent Street Ottawa ON, K1A 0E6, Canada Floor 11, Room E220

- Invoices are to be distributed in accordance with the instructions in the standing offer and/or detailed below. All invoices shall show the standing offer number and financial code.
- Distribuer les factures selon les instructions énoncées dans l'offre à commandes et (ou) ci-dessous. Toutes les factures doivent porter le numéro de référence de l'offre et le code financier.

Individual to Report to: Name-Nom
La personne doit se présenter à: ► Eric St-Clair

Location - Adresse
Fisheries and Oceans
Head Document Management, NCR
200 Kent Street
Ottawa ON, K1A 0E6, Canada
Floor 11, Room E220

STANDING OFFER - OFFRE À COMMANDES

No. - N°	Expiry Date Date d'expiration	Consignee Code Code du destinataire	Insert Paying Office Code if different from Consignee Code Inscrire le code du bureau payeur s'il diffère du code du destinataire
E60ZN-110002/006/ZN	2019-03-31	657K1-528-120-4421-91000-6	

Classification			Language Ex. Linguistiques		Additional Skill Autre compétence	Period of Assignment Période d'affectation		TOTAL		Hourly Rate Taux horaire	Current Estimated Cost Coût actuellement prévu
Group Groupe	Sub-Group Sous-groupe	Level Niveau	Uni.	or/ou Bil		From - De Y-A M D-J	Date To - À Y-A M D-J	Hours Heures	Days Jours		
1		ADV	<input type="checkbox"/>	<input checked="" type="checkbox"/>		2019-02-25	2019-03-13	97.50	13	\$19.88	\$1,938.30

Reason for Call-up - Motif de la commande
Temporary Workload Increase

Temporary Help Employee's Name - Nom de l'employé d'aide temporaire	Commitment No. - N° d'engagement
Claire Reitano	

CUSTOMER DEPARTMENT OR AGENCY USE ONLY - RÉSERVÉ À L'USAGE DU MINISTÈRE CLIENT OU DE L'ORGANISME

Call up for Resource for:
Level : Advanced
Stream : Office Support
Classification: Clerk, Mailroom

Please send invoices to : DFO.invoicing-facturation.MPO@canada.ca

For additional information contact: Pour de plus amples renseignements, s'adresser à :		Confirmation of telephone order placed on: Confirmation de la commande téléphonique du :		Y-A M D-J
Name - Nom	Tel. No. - N° de tél.	By - Par	With - À	2019-02-22
Claude Richard	(506) 478-7935	Claude Richard	Hassan Nasrallah	

The undersigned has been officially authorized to sign call-ups against standing offers.
Le soussigné a été officiellement autorisé à signer les commandes subséquentes aux offres à commandes.

Signature	Date	Department or Agency - Ministère ou organisme
Claude Richard Digitally signed by Claude Richard Date: 2019.02.22 14:36:05 -05'00'	2019-02-22	Fisheries and Oceans Canada



1 Supplier
Fournisseur

2 3 4 5

Customer Department or Agency Use Only
Réservé à l'usage du ministère client ou de l'organisme

PWGSC-TPSGC 8251 (11/96) 7540-21-884-3158